



INVITATION TO BID

Contract/Project Numbers: 23002/60800043

Project Title: Water Treatment Plant Basin Cleaning

The Water Services Department of Kansas City, Missouri will receive sealed Bids until **2:00 P.M.**, on **August 16, 2022**, at 4800 E. 63rd Street, Kansas City, Missouri 64130 for **Contract No. 23002/Project No. 60800043, Water Treatment Plant Basin Cleaning**.

Bids will be opened after that time via Microsoft Teams using the following link:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 267 687 312 759

Passcode: gvKBNU

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 872-212-5076,,634780959#](#) United States, Chicago

Phone Conference ID: 634 780 959#

City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are **11% MBE participation** and **11% WBE participation**.

Bidding Documents will be available online to all interested parties at the Kansas City, Missouri Plan Room, <http://www.kcmoplanroom.org>. All addenda will be posted at this location. Any document or plan may be viewed or downloaded from this location.

Bidders are requested to attend the **Voluntary** In-Person Pre-Bid Conference on Wednesday, August 3, 2022 at 9:00 A.M. in the auditorium, located at the Water Treatment Plant Chemical Building, 1 N.W. Briarcliff Road, Kansas City, Missouri 64116.

Project Manager: Felix Cardona
Phone Number: 816-513-7014
E-mail: Felix.Cardona@kcmo.org

Contract Administrator: Leona Walton
Phone Number: 816-513-0220
E-mail: Leona.Walton@kcmo.org

View all procurement and contracting opportunities at <http://www.kcmo.gov>



ADDENDUM NUMBER 1

Contract/Project Number: 23002/60800043

Title/Description: WATER TREATMENT PLANT BASIN CLEANING

ISSUE DATE: July 28, 2022

TO ALL PROSPECTIVE BIDDERS:

This Addendum addresses the following questions:

Information to Bidders is provided to Bidders for information only:

1. The correct contract number for this project is 23002.

This addendum revises referenced bid documents as follows:

1. Delete and replace the following section(s):
 - a. Delete Invitation to Bid Document, last paragraph, and Sec. 19 of the Instruction to Bidders, and replace with the following:

Pre-Bid Conference The Water Services Department will hold an in-person pre-Bid conference on Wednesday, August 3, 2022, at 9:00 A.M. in the Chemical Building Auditorium Room, located at the Water Treatment Plant, 1 N.W. Briarcliff Road, Kansas City, Missouri 64116.

Attendance at the pre-Bid conference is ***mandatory*** for all Bidders on this Project. For this Project, the City shall not contract with a Bidder who has not attended the entire pre-Bid conference for this Project.

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



ADDENDUM NUMBER 2

Contract/Project Number 23002 / 60800043

Title/Description: Water Treatment Plant Basin Cleaning

ISSUE DATE: August 5, 2022

TO ALL PROSPECTIVE BIDDERS:

This Addendum addresses the following questions:

Q1.	Are Prevailing Wages required?
A1.	Prevailing wages are not required on this contract.
Q2.	The specs state "Owner will start turning a basin at a time over to Contractor. Starting the week following St. Patrick Day for eleven (11) consecutive weeks; and the week after Labor Day for eleven (11) consecutive weeks. Owner reserves the right to delay cleaning start due to seasonal water demands."
	Does the start of this project begin after St. Patrick's Day 2023 or Labor Day 2022?
A2.	This project will begin Fall 2022.

Information to Bidders is provided to Bidders for information only:

1. Mandatory Pre-Bid Meeting Attendance Sheet

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

1 of 1



GENERAL SERVICES CONTRACT INSTRUCTIONS TO BIDDERS

Contract/Project Numbers: 23001/60800043

Contract Title: Water Treatment Plant Basin Cleaning

City Contact: Felix Cardona, 1 N.W. Briarcliff Road, Kansas City, MO 64116,
phone 816-513-7014, e-mail Felix.Cardona@kcmo.org

1. **Introduction** Sealed Bids for Contract No. 23001/Project No. 60800043, Water Treatment Plant Basin Cleaning will be received by the Water Services Department at 4800 E. 63rd Street, Kansas City, Missouri, 64130 until **2:00 P.M.**, on **August 16, 2022**, at which time bidding will be closed.

All Bids shall be addressed to the Director of Water Services, shall state on the outside of the sealed Bid envelope the title and Contract number. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened.

Due to COVID-19 protocols, no in-person Bid opening will occur. Please use the link below or call-in info to view real-time Bid opening:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 267 687 312 759

Passcode: gvKBNU

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 872-212-5076,,634780959#](#) United States, Chicago

Phone Conference ID: 634 780 959#

2. **Bid Package** The Bid Package ("Bidding Documents") contains the following:
 - A. These Instructions to Bidders;
 - B. City Contract including Standard Terms and Conditions and all attachments;
3. **Bid Submittal** The following items should be completed and returned to the City with your Bid addressed to: **Director of Water Services, 4800 E. 63rd Street, Kansas City, MO 64130.**
 - A. Bid Form with Unit Price Form;
 - B. Bid Bond; and
 - C. Experience and Reference Summary Form.
4. **Consideration of Bids** The City will determine the lowest and best Bid. Price will not be the only consideration in that selection process. Bid Alternates, if accepted, will be selected in any order or combination. The City reserves the right to include alternates in determining the lowest and best Bid. The City shall let the contract to the lowest and best bidder; however, the City may reject any or all bids, including without limitation all nonconforming, non-responsive, unbalanced or conditional bids and may reject the bid of any bidder if the City believes that it would not be in the best interests of the City to contract with that bidder. The City reserves the right to waive irregularities and/or formalities a deemed appropriate.

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

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

7. **Quality Services Assurance Act.**

A. Please certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances.

B. If you will not certify that you pay your employees who will work on the City Contract at least \$10.00 per hour, please submit the following so the City can evaluate the potential quality of your personnel:

- (1) Turnover rate for the last three calendar years for non-exempt employees and exempt employees; and
- (2) Employee benefits provided to exempt and non-exempt employees; and
- (3) Training provided to exempt and non-exempt employees, including those that will provide services to the City; and
- (4) Promotional opportunities for non-exempt and exempt employees; and
- (5) Average tenure of exempt and non-exempt employees during the immediately preceding three calendar years; and
- (6) Employee incentive rewards and employee recognition policies; and
- (7) How you provide and receive employee feedback and communication; and
- (8) Mentorship programs provided to employees; and
- (9) Education benefits provided for exempt and nonexempt employees.

8. **Late Bids and Modifications**

A. Bids and modifications of bids received after bid opening may be considered in the City's sole discretion if: (1) they are sent by a delivery method that guarantees the bid will be delivered prior to the time of bid opening; or (2) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt.

- B. If an emergency, weather or unanticipated event poses an interruption so that bids might not be received at the City office designated for receipt of bids by the exact time specified in the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the City declares normal government operations resume.
 - C. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid.
9. **Waiver of Bid Requirements** The City may at any time waive any requirements imposed by this solicitation or by any City ordinance or regulation when it is in the best interests of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.
10. **Interpretations and Addenda** All questions about the meaning or intent of the Bidding Documents may be directed to the City Contact person listed on page one of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Contracting Officer in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.
11. **Affirmative Action** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:
- A. Execute and submit an affidavit, in a form prescribed by the City, 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 the contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two 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 HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two 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 HRD 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 HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at www.kcmo.gov.

12. **Buy American and Missouri Preference Policies** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.
13. **Bid Security Requirements** All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid, the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City.
14. **Forfeiture/Mistake in Bid Security** By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. If a Bidder fails or refuses to correct such mistake or to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages and the Bidder shall also be subject to debarment and damages.
15. **Contract Information Management System**. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.
17. **MBE/WBE/DBE Program Requirements** City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are **11% MBE** participation and **11% WBE** participation. The City's HRD Forms and Instructions are incorporated into this Instruction to Bidders and are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS. The MBE/WBE/DBE Directory is available on the City's website at www.kcmo.org. Please call the Human Relations Department at (816) 513-1836 for assistance.
18. **Waiver of MBE/WBE/DBE Requirements** The City Council may waive any and all MBE/WBE/DBE requirements imposed by any Bid document or the MBE/WBE/DBE Ordinance and award the Contract to the lowest and best Bidder if the City Council determines a waiver is in the best interests of the City.

19. **Pre-Bid Conference** The Water Services Department will hold an in-person pre-Bid conference on Wednesday, August 3, 2022 at 9:00 A.M. in the auditorium, located at the Water Treatment Plant Chemical Building, 1 N.W. Briarcliff Road, Kansas City, Missouri 64116. Attendance at the pre-Bid conference is **encouraged** for all Bidders on this Project.



For persons with disabilities needing reasonable accommodations please contact the City's ADA Specialist at 816-513-3511. If you need to use the Relay Service, please dial 711.

GENERAL SERVICES CONTRACT
CONTRACT NO. 23002 / PROJECT NO. 60800043 – WATER TREATMENT PLANT BASIN
CLEANING
WATER SERVICES DEPARTMENT

THIS CONTRACT is dated this ____ day of _____, 20__ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and _____ (Contractor), whereby Contractor shall provide Water Treatment Plant Basin Cleaning services to the City in accordance with the terms and conditions contained in this contract.

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work to be Performed. Contractor shall perform the work and supply the goods, equipment or services specified in **Attachment 1**, Specification/Scope of Work and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract.

The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 365 calendar days thereafter.

The Director is authorized to extend the term of this contract and time of performance for this contract for up to five (5) one-year increments.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is \$_____. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: **The contractor may bill the city at the completion, and acceptance of work performed, of each train (three basins per train), a total of twelve separate payments.**
- 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. 4. Notices. All notices required by this Contract shall be in writing sent to the following:

City:

Kansas City, Missouri Water Services Department
Director: Wes Minder
Address: 4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0504

Contractor:

Contractor's Legal Name: _____
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. 5. 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. 6. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 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 1 – Scope of Services/Site Map
- Attachment 2 – Bid Form with Unit Price Form
- Attachment 3 – Experience and Reference Summary
- Attachment 4 – Bonds
 - 1. Bid Bond
 - 2. Payment Bond Form
 - 3. Performance Bond Form
- Attachment 5 – Tax Exemption Forms
 - 1. 00560 Missouri Dept.of Revenue Form 5060 Project Exemption
 - 2. 00560.01 KCMO Tax Exemption Certificate for City
- Attachment 6 – HRD Forms
 - 1. HRD 07 Instructions for Non-Construction Bids
 - 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8)
 - 3. Letter of Intent to Subcontract (HRD Form 00450.01)
 - 4. Timetable for MBE/WBE Utilization (HRD Form 10)

5. Request for Modification or Substitution (HRD Form 11)
 6. Contractors Affidavit for Final Payment (HRD Form 01290.14)
 7. Subcontractors Affidavit for Final Payment (HRD Form 01290.15)
- Attachment 7 – Employee Eligibility Verification Affidavit
Attachment 8 – Non-Construction Application for Payment
Attachment 9 – CREO KC Affirmative Action Program Affidavit
Attachment 10 – Non-Construction Subcontractors Listing

Sec. 8. Responsibilities of City. City shall:

1. Make the respective basin train available for cleaning.
2. Perform lock-out tag-out of equipment.
3. Owner will operate all drain valves and gates.
4. Owner to wash fiberglass wheels.
5. Inspect quality of work performed.
6. Insure availability of water used in basin washing.
7. Refill basin train.

Sec. 9. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its best faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's 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. 10. Bonds and Surety. Contractor shall furnish a **Payment Bond** and **Performance Bond** to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- A. Be approved by City's Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

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

CONTRACTOR

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

Contractor: _____

By: _____

Title: _____

Date: _____

(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: _____

Title: Director of Water Services

Date: _____

Approved as to form:

Assistant City Attorney

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

Director of Finance (Date)

PART II
GENERAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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, subcontractors, successors, assigns, invitees, and other agents.

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

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

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

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official

immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Insurance.

A. Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:

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

a. Severability of Interests
Coverage applying to Additional Insureds

b. Contractual Liability

c. Per Project Aggregate
Liability limit

d. No Contractual Liability
Limitation Endorsement

e. Additional Insured
Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

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

Workers' Compensation Statutory
Employers Liability \$100,000 accident with
limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

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

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

C. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event Contractor fails to maintain the required insurance coverage 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 and by law.

Sec. 3. Bonds.

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract. These Bonds shall remain in effect at least until one (1)

year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are 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 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of "B+", Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 4. 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. 5. Term of Contract. This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Bid Form/Contract is signed by all parties; (2) the Bid Form/Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term

of this Contract and time of performance for this Contract.

Sec. 6. Payment.

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 provisions 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.

Contractor agrees that the City will not process Contractor's request for payment unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract.

Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

Sec. 7. 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. 8. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 9. City's Right to Terminate 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.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an

accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of the effective date of termination. All work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

Sec. 10. 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 seven (7) days written notice and opportunity to cure such default or breach.

If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver or Modification.

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. 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. 13. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If 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. 14. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

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

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

Sec. 15. 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 3 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 3 of City's Code. Contractor shall:

1. 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.

2. 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 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 calendar years.

3. 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.

4. 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.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 16. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Bid Form/Contract. Contractor shall comply with all of the requirements imposed by the City's HRD (CREO) Forms and Instructions for Non-Construction Bids and its Contractor Utilization Plan. Contractor's compliance with this Section is a material part of this Contract.

Sec. 17. Tax Compliance. If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

Sec. 18. City's Buy American and Missouri Preference Policies. It is the

policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 19. Assignability & 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. 20. 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. 21. Rules of Contract Construction.

City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 22. Reports. Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

Sec. 23. Notices. All notices required by this Contract shall be in writing sent by facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Bid Form/Contract if to the Contractor and to the City person and address listed on the Acceptance of Bid portion of the Bid Form/Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

Sec. 24. Extension of Contract Term. City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Section 25. 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 authorized 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/program/gc_1185221678150shtm . 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 ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 26. Quality Services 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 \$13.75 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. 27. 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.

ATTACHMENT 1 - SCOPE OF SERVICES/SITE MAP

ATTACHMENT 1– SCOPE OF SERVICES

CONTRACT NO. 22003/PROJECT NO. 60800043 – WATER TREATMENT PLANT BASIN CLEANING

The Water Supply Division (WSD) is accepting bids to perform basin cleaning services for all Primary, Secondary, and Final; Basins, Chambers, and Tunnels (i.e. Flumes) at our Water Treatment Plant (WTP). Successful bidder must be an approved Vendor to City of Kansas City, Missouri. Contact Steve M. Jones at (816) 513-7151.

Each Contractor shall provide detailed pricing for each basin, chamber and tunnel (i.e. flume) listed. WSD will determine the order of execution. Two trains out of six must be completed within a seven-week period. All six trains within eleven-weeks.

WSD will assist the successful Contractor as needed in drawing down the appropriate basin, chamber, or tunnel as required to coordinate the Contractor's efforts. Each train will be scheduled and completed in a timely manner.

All locations are provided here. Successful Contractor agrees to provide all labor, equipment, and materials needed to complete the following:

Chemical Drops

Chemical builds up in the outside of the pipes and need to be cleaned thoroughly.

Primary Basins

Washdown all walls and floor to bare concrete. Wash floor and walls of weir troughs to bare concrete. Secure all cleanout plates when cleaning is complete.

Wash all mechanical equipment down to the protective coating and remove all lime residuals.

Metal "V-notch" weirs shall be cleaned to protective coating.

Washdown fiberglass baffle walls. (i.e., Fragile) Remove organic growth (i.e., plants)

Flush all liquid debris down the basin drains, filtering out chunks of solids that could plug the drainpipe. Debris cannot exceed 2-inches.

Primary Flumes

Pressure Wash all six (6) Parshall Flume inserts at the tunnel to bare clean metal.

Wash walls and floors to bare concrete. Flush all debris out into the flocculation portion of the Secondary Basins

Secondary Flumes (i.e. Tunnels)

Wash walls and floors to bare concrete. Flush all debris out into the flocculation portion of the Secondary Basins. Metal plate drain for this area will be removed and reinstalled with a new gasket supplied by Owner.

Secondary Basins

Wash all floors and walls to bare concrete.

Washing of the remaining fiberglass wheels will be done by Owner. Metal wheels and supply air lines underneath the wheels shall be washed by the Contractor.

Wash all flocculation paddles and shafts removing all lime residual: flush into drains

Wash down baffleboard walls in the flocculation area.

Wash down all walls and floors of the clarifier section to bare concrete and flush residuals into the drains.

Wash Clarifier equipment down to protective coating, removing all lime residuals.

Wash the settling section down to bare concrete, flushing all residuals into the drains, filtering out chunks of solids that could plug the drainpipe. Debris cannot exceed 2-inches.

Wash metal structures to protective coating; weir troughs are to be pressure washed with care, removing lime residuals. (Nondestructive washing required.)

Wash top sides of weir troughs (i.e., teeth) to protective coating; flush out insides of all weir troughs.

Secondary Effluent Chamber

Wash floors and walls to bare concrete.

Mechanically clean and pressure wash clean sluice gates, tracks, and shaft to clean metal; operate gates to assure clean fit has been accomplished. Metal plate drain for this area will be removed and reinstalled with a new gasket supplied by Owner.

Diffuser Basins (i.e., Recarbonation)

Wash all walls and floor to bare concrete. Flush all debris into the final basin drains. Diffuser pads will be replaced by Owner.

Final Influent Chamber (i.e., Tunnels)

Wash walls and floor to bare concrete.

In Final Basins 3, North and South, power wash influent sluice gates, tracks, and shaft to clean metal; operate gates to assure clean fit has been accomplished.

Final Basins

Wash walls, floor, windows, and exits to bare concrete.

Wash all metal and protective coating removing lime residuals. Flush into drains.

Wash the flocculation paddles, shafts to metal, and wood paddles with low pressure washing.

At Final Basins, wash the baffle walls.

At Final Basins, wash down the sluice gates and tracks to clean metal.

Washing of the remaining fiberglass wheels will be done by Owner. Metal wheels and supply air lines underneath the wheels must be washed by the Contractor.

Effluent Chamber – (Under “C” House)

Wash walls, floor and exists to bare concrete.

Clean influent sluice gates, tracks, and shaft to clean metal.

Notes

Contractor must provide all equipment necessary to perform said work as well as all appropriate personal protective equipment (PPE) for all personnel in this work.

Do not use high pressure on wood or fiberglass baffles or walls or rubber gaskets on Final Basin 3 launders. (Fiberglass air wheels are Owner responsibility.)

Some areas will require an impact hammer device. Owner will provide water and guidance to Contractor for work involved.

Some debris may require bucketing out if larger than 2-inches for the drains. Contractor is required to keep all drains open and free flowing throughout the cleaning process.

Contractor is responsible for removal of all debris from open channel flumes. Debris must be hauled and disposed of in a properly licensed location.

Contractor is allowed eleven (11) consecutive weeks to complete all six trains to Owner satisfaction. Owner's Project Mngr. will coordinate when cleaning occurs.

Owner will start turning a basin at a time over to Contractor. Starting the week following St. Patrick Day for eleven (11) consecutive weeks; and the week after Labor Day for eleven (11) consecutive weeks. Owner reserves the right to delay cleaning start due to seasonal water demands.

Each treatment train is an individual treatment system. Only one train will be down for cleaning at a time. The Owner determines the order of the cleaning operation. Either from East to West or from West to East.

Any damage identified to Contractor's cleaning efforts will be the sole responsibility of the Contractor, to make Owner approved repairs. Contractor will report any damages or issues to any basin equipment or structure. Any rework required will be at Contractor's Expense, and Contractor will not be allowed to invoice any respective train completed until approval is received from Owner.

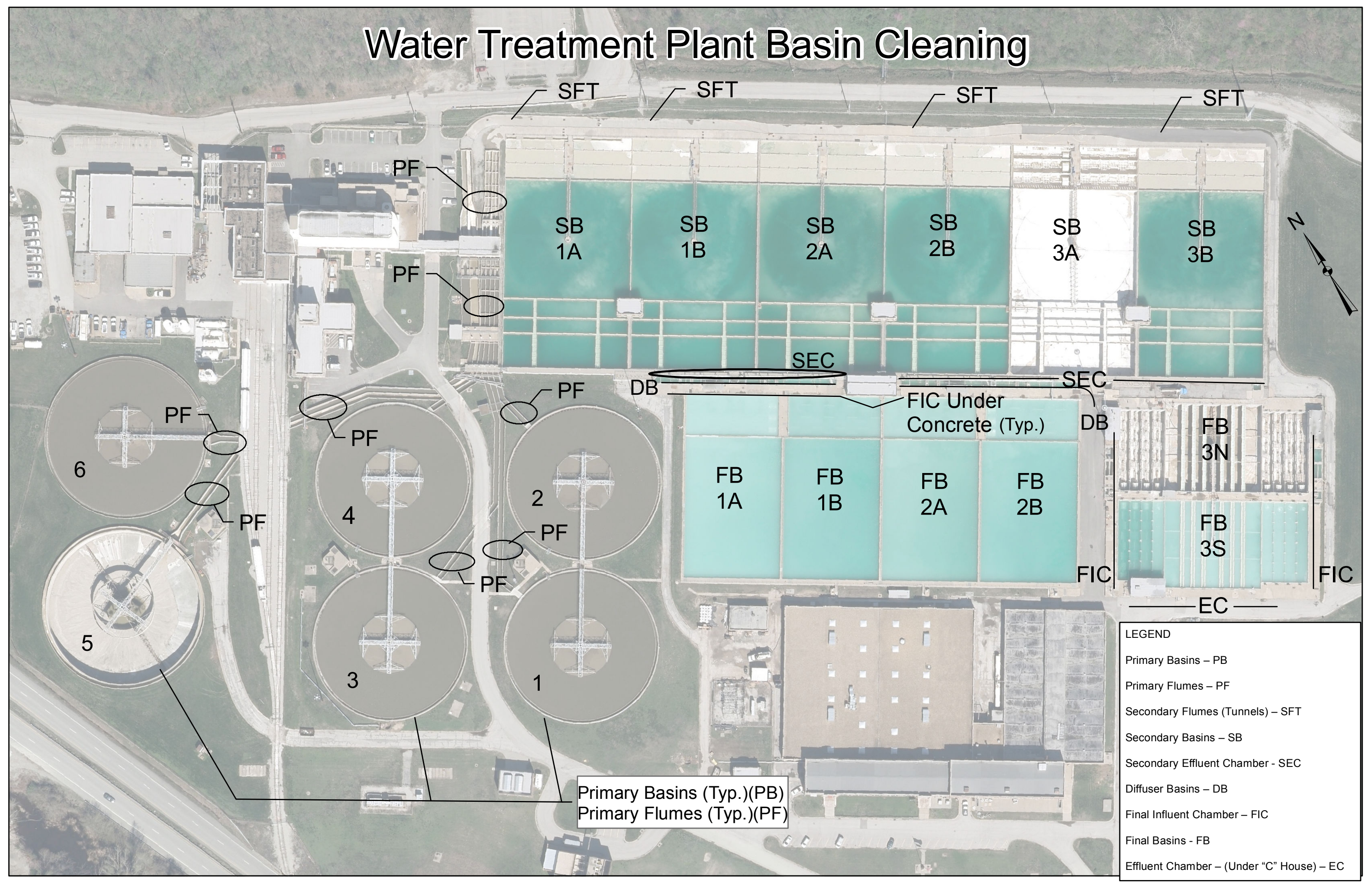
All treatment trains have their respective primary, secondary, and final basins in sequence; except for Primary 1 and Primary 2.

Primary 2 flows to Secondary and Final Basin 1A,

Primary 1 flows to Secondary and Final Basin 1B,

Primary 3 flows to Secondary and Final 2A,
Primary 4 flows to Secondary and Final 2B,
Primary 5 flows to Secondary 3A and Final 3N,
Primary 6 flows to Secondary 3B and Final 3S

Water Treatment Plant Basin Cleaning



ATTACHMENT 2 – BID FORM WITH UNIT PRICE FORM



GENERAL SERVICES CONTRACT BID FORM

Contract No.: 22003

Project No.: 60800043

Contract Title: Water Treatment Plant Basin Cleaning

Bidder: _____

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES: \$ _____

TOTAL BASE BID PRICE IN WORDS: _____

3. This Bid Form incorporates **00412 Unit Prices** which must be completed and returned with this Bid Form.

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

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

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

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

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated
()	()	()	()	()	()
()	()	()	()	()	()
()	()	()	()	()	()

8. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in Section 38-2, Code of Ordinances.

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

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

PROJECT GOALS:	11% MBE	11% WBE
BIDDER PARTICIPATION:	___% MBE	___% WBE

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

- a. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____
- b. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____
- c. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

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

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

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

Business Entity Type:

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

(Specify)

Legal name and address of Bidder:

Telephone No. _____

Facsimile No: _____

E-Mail Address: _____

Federal Identification Number _____

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

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

(Attach corporate seal if applicable)



KANSAS CITY
MISSOURI

UNIT PRICES

Contract / Project Numbers: **22003 / 60800043**

Project Title: **WATER TREATMENT PLANT BASIN CLEANING**

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

Item No.	Unit	Quantity	Item Description:	Unit	Extension
1	LUMP SUM	2 cleanings	Train # 1 - (includes Primary Basin 1, Secondary Basin 1B, Final Basin 1B and all areas in train line.*)		
2	LUMP SUM	2 cleanings	Train # 2 - (includes Primary Basin 2, Secondary Basin 1A, Final Basin 1A and all areas in train line.*)		
3	LUMP SUM	2 cleanings	Train #3 - (includes Primary Basin 3, Secondary Basin 2A, Final Basin 2A and all areas in train line.*)		
4	LUMP SUM	2 cleanings	Train # 4 - (includes Primary Basin 4, Secondary Basin 2B, Final Basin 2B and all areas in train line.*)		
5	LUMP SUM	2 cleanings	Train # 5 - (includes Primary Basin 5, Secondary Basin 3A, Final Basin 3N and all areas in train line.*)		
6	LUMP SUM	2 cleanings	Train # 6 - (includes Primary Basin 6, Secondary Basin 3B, Final Basin 3S and all areas in trainline.*)		
			* All areas in train - Includes - Primary Basin, Primary Flume, Secondary Flume, Flocculation Section,		
			Secondary Basin, Secondary Effluent Chamber,		
			Diffuser Channel, Influent Chamber & Final Basin.		
			Total Unit Prices: (LAST PAGE ONLY)		TOTAL \$

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

ATTACHMENT 3 – EXPERIENCE AND REFERENCE SUMMARY



EXPERIENCE AND REFERENCE SUMMARY

Contract / Project Numbers: 22003 / 60800043

Project Title: WATER TREATMENT PLANT BASIN CLEANING

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

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

ATTACHMENT 4 – BONDS

1. BID BOND
2. PAYMENT BOND
3. PERFORMANCE BOND



BID BOND

Contract/Project Numbers: 22003/60800043

Project Title: Water Treatment Plant Basin Cleaning

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS: That _____ of _____, as Principal, and _____ as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, as Obligee, in the sum of _____ Dollars (\$ _____), lawful money of the United States.

WHEREAS, Principal is herewith submitting its Bid to enter into a contract with Kansas City for the above referenced project,

NOW, THEREFORE the condition of this obligation is such that if the Principal is awarded the contract the Principal will, within the time required, enter into a contract and give a good and sufficient surety bonds to secure the performance of the terms and conditions of the contract and for the prompt payment of all labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation shall be void; otherwise the Principal and Surety will immediately pay unto the Obligee the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this _____ day of _____.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

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)



PAYMENT BOND

Contract Number: **22003**

Project Number: **60800043**

Project Title: **WATER TREATMENT PLANT BASIN CLEANING**

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 _____ (\$ _____) 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 **Contract No. 22003, Water Treatment Plant Basin Cleaning**, 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

Contract Number: **22003**

Project Number: **60800043**

Project Title: **WATER TREATMENT PLANT BASIN CLEANING**

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 _____ (\$_____) 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 **Contract No. 22003, Water Treatment Plant Basin Cleaning**, 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)

ATTACHMENT 5 – TAX EXEMPTION FORMS

1. 00560 MISSOURI DEPARTMENT OF REVENUE FORM 5060
PROJECT EXEMPTION
2. 00560.01 KCMO TAX EXEMPTION CERTIFICATE FOR CITY



MISSOURI DEPARTMENT OF REVENUE
CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
(REV. 1-2008)

**TO BE GIVEN TO
YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
ADDRESS		CITY	STATE ZIP
BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER	
____/____/____	____/____/____		
DESCRIPTION OF PROJECT			
PROJECT LOCATION		EXPIRATION DATE	
		____/____/____	
THIS EXEMPTION DOES NOT APPLY TO THE PURCHASE OR RENTAL OF MACHINERY, EQUIPMENT, OR TOOLS BY THE CONTRACTOR OR SUB-CONTRACTOR.			
Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.			
EXEMPT ENTITY'S AUTHORIZED SIGNATURE		DATE	
		____/____/____	
The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.			
NAME OF PURCHASING CONTRACTOR			
ADDRESS		CITY	STATE ZIP

Contractors present this to your supplier in order to purchase the necessary materials tax exempt.			
NOTE: COMPLETE AND SIGN BOTTOM PORTION IF EXTENDING CERTIFICATE TO YOUR SUBCONTRACTOR.			
NAME OF PURCHASING SUBCONTRACTOR			
ADDRESS		CITY	STATE ZIP

SIGNATURE OF CONTRACTOR		DATE	
		____/____/____	

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY
414 E 12TH ST 3RD FLOOR
KANSAS CITY MO 64106

Missouri Tax ID
Number: 12490466

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

ATTACHMENT 6 – HRD FORMS

1. HRD 07 INSTRUCTIONS FOR NON-CONSTRUCTION BIDS
2. CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER (HRD FORM 8)
3. LETTER OF INTENT TO SUBCONTRACT (HRD FORM 00450.01)
4. TIMETABLE FOR MBE/WBE UTILIZATION (HRD FORM 10)
5. REQUEST FOR MODIFICATION OR SUBSTITUTION (HRD FORM 11)
6. CONTRACTORS AFFIDAVIT FOR FINAL PAYMENT (HRD FORM 01290.14)
7. SUBCONTRACTORS AFFIDAVIT FOR FINAL PAYMENT (HRD FORM 01290.15)

HRD INSTRUCTIONS FOR NON-CONSTRUCTION BIDS

MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise Program (Sections 3-421 through 3-429, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each contract may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract, which may be awarded pursuant to these bid specifications. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Bidder submits a bid of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this contract are set forth elsewhere in the bid specifications.
- B. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the contract work to the extent of the goals listed for the contract and to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. **Although it is not a requirement for approval of the bid that a Bidder in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the Bid that a Bidder objectively demonstrate to the City that good faith efforts have been made to meet the Goals. Bidders must attempt to meet both the MBE and WBE goals and request a waiver if either is not met.**
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
 - 1. Contractor Utilization Plan/Request for Waiver (HRD Form 8); and
 - 2. Letter of Intent to Subcontract (HRD Form 00450.01); and
 - 3. Timetable for MBE/WBE Utilization (HRD Form 10); and
 - 4. Request for Modification or Substitution (HRD Form 11); and
 - 5. Contractor Affidavit for Final Payment (Form 01290.14); and
 - 6. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a bidder's use of certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified **before** the date on which the bid is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Bidder submits a bid, Bidder should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions Following Bid Opening.

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

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

III. Required Submission when Requested by City.

- A. Bidder must submit the following documents when requested by City:
 1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
 2. **Documentation of good faith efforts.**

IV. Required Monthly Submissions during term of Contract.

- A. Bidder must submit the following document on a monthly basis if awarded the contract:
 1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

V. Required Submittals for Final Contract Payment.

- A. Contractor must submit the following document with its request for final payment under the contract:
 1. **Contractor Affidavit for Final Payment (Form 01290.14)**
 2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VI. Additional Submittals.

- A. Contractor may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section IX, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for

additional instructions on when this form must be submitted.

VII. MBE/WBE Participation Credit.

A. The following shall be credited towards achieving the goals:

1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
5. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.

B. **NO CREDIT**, however, will be given for the following:

1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made *before* the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening. However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Bidder has performed the following, along with any other relevant factors:
1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.

2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.
7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
 - a. The bid due date;
 - b. The name of the project;
 - c. The address or general location of the project;

- d. The location of plans and specifications for viewing;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, or contractor as of the bid solicitation; and
 - j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.
- C. A Bidder will be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

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

- A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
- 1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract;
AND
 - 2. The Bidder or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
 - 3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder or contractor without a corresponding change in the scope of the work; or

- c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

X. Access to Documents and Records.

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

XI. Miscellaneous.

- A. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- B. Verbal representations are not binding on the City.
- C. The City Council may waive the requirements of this document and the Program and award the contract to the lowest and best bidder if the City Council determines a waiver is in the best interests of the City.
- D. The Director may grant extensions of time to Bidders to submit Letters of Intent to Subcontract (HRD Form 00450.01).

XII. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

- b. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- c. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- d. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- e. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____
- f. 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 HRD 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

Project Name/Title: 60800043/Water Treatment Plant Basin Cleaning

Project Location/Number: 1 NW Briarcliff Road, KCMO 64116/CN 22003

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“M/W/DBE/Section 3 Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract: [Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.]

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

M/W/DBE Subcontractor is, to the best of Prime Contractor’s knowledge, currently certified with the City of Kansas City’s Human Relations 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.

This section is to be completed by the M/W/DBE subcontractor listed above. Please state specifically if there are no subcontracts intended for the above scopes of work. Please attach additional sheets for more than one intended sub-tier contract. **IMPORTANT: Please note that falsification of this document will result in denial and other remedies available under the City Code.**

The M/W/DBE Subcontractor is subcontracting certain portions of the above stated scope of work to:

- (1) Company Name: _____
Full Address: _____
Primary Contact: _____
- a) This subcontractor **is/is not** an M/W/DBE certified with the City of Kansas City, Missouri (circle one).
- NOTE 1: 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.
 - NOTE 2: 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 no corresponding Letter of Intent is required.
- b) Scope of work to be performed: _____
c) The dollar value of the agreement is: _____
d) Date of the contractual agreement (if applicable): _____

PRIME CONTRACTOR BUSINESS NAME: _____

Signature: Prime Contractor

Print

Title Date

State of _____)
County of _____) SS.

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

Subscribed and sworn to before me, a notary public, on this _____ day of _____, 20 ____.

My Commission Expires: _____
Notary Public

STAMP:

M/W/DBE SUBCONTRACTOR BUSINESS NAME: _____

Signature: Prime Contractor

Print

Title Date

State of _____)
County of _____) SS.

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

Subscribed and sworn to before me, a notary public, on this _____ day of _____, 20 ____.

My Commission Expires: _____
Notary Public

STAMP:

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, _____, acting in my capacity as _____
(Name) (Position with Firm)
of _____, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days	_____	75 days	_____	135 days	_____
30 days	_____	90 days	_____	150 days	_____
45 days	_____	105 days	_____	165 days	_____
60 days	_____	120 days	_____	180 days	_____
Other	_____ (Specify)				

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

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

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

(Signature)

(Position with Firm)

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD 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: 60800043/Water Treatment Plant Basin Cleaning

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 HRD 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)



KANSAS CITY
MISSOURI

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

Contract/Project Numbers: 22003/60800043

Project Title: Water Treatment Plant Basin Cleaning

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 7 – EMPLOYEE ELIGIBILITY VERIFICATION
AFFIDAVIT

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the

_____ (title) of _____
(business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Affiant's signature

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

Notary Public

My Commission expires:

ATTACHMENT 8 – NON-CONSTRUCTION APPLICATION FOR
PAYMENT



NON-CONSTRUCTION APPLICATION FOR PAYMENT

Project Number **60800043**

Contract Number **22003**

Project Title **Water Treatment Plant Basin Cleaning**

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 Payment Applications	[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: _____

ATTACHMENT 9 – CREO KC AFFIRMATIVE ACTION PROGRAM
AFFIDAVIT

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT

(required for any contractor with 50 or more employees and
a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared
_____, personally known by me or otherwise
proven to be the person whose name is subscribed on this affidavit and who, being duly sworn,
stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that
the statements made herein are truthful to the best of my knowledge. I am the
_____ (title) of _____
(business entity) and I am duly authorized, directed or empowered to act with full authority on
behalf of the business entity in making this affidavit.

I hereby swear or affirm that [*enter business entity name*] has an affirmative action
program (the "Program") in place and will maintain the Program for the duration of its contract
with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of
Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 3 of the City's Code of Ordinances.

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 10 – NON-CONSTRUCTION SUBCONTRACTORSS
LISTING

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ABC INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	POLICY NUMBER	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	Limit; Deductible Limit; Deductible Limit; Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. [Title]. Certholder (City) and [Design Professional] and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER**CANCELLATION**

City of Kansas City, Missouri [Department] [Address] Kansas City, MO [Zip]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Date

Telephone

Fax

Company Name ; With D.B.A. Name

Address

City, State, Zip

Tax payer ID: Nine digit ID Number

Attn: _____

As of this date, this notice is to inform you that TEST TAXPAYER is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Commissioner of Revenue

By: _____
Signature

Representatives Name and Title

IMPORTANT INFORMATION:

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

If you are working on or have a contract with the City of Kansas City, Missouri, a copy of this clearance letter will need to be provided to the contracting department, In accordance with Manual of Instruction 4-1, Article VII, Section B, for City contractors and subcontractors, the clearance letter must be dated not more than sixty (60) days: (1) before a bidder is provided written notice of intent to contract by the City, (2) before a subcontractor begins work, (3) before the filing of an application for final payment to a contractor, and (4) before the date of a contractor's final payment to a subcontractor.