PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT

PROJECT NO. 9981 - 60800088

Water Department Services DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and _____ ("Contractor"). City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

A. The amount the City will pay Contractor under this contract will not exceed $____. Contractor will be paid on the following basis:

Applying the Unit Prices in Attachment A to the agreed quantity of items completed within the billing period. The estimated quantities of items listed in Attachment A are not guaranteed and are solely for the purpose of evaluating proposals. Quantities of items in Attachment A are subject to change by the City during the term of this Contract at its sole discretion. Determinations of the actual quantities and classifications of work performed by Contractor will be made by City in accordance with Section 1, Subsection C.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis: monthly.

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 2. Responsibilities of Contractor. Contractor shall perform the following Scope of Services: *Attachment B*

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

Director: Kenneth Morgan, Water Department

Address: 4800 E.63rd Street, Kansas City, MO 64130 Kansas City, MO

Phone: (816) 513-0110

E-mail address: kenneth.morgan@kcmo.org

Contractor: _____, Contractor's Legal Name: _____

Contact: _____, Address: _____

Phone: (____) _____-_____ Facsimile: (____) _____-_____

E-mail address: _____

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

Sec. 4. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

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

Sec. 6. Term of Contract. This Contract shall begin on _____, ____ and shall end on _____, ____. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

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

Attachment A -Unit Prices
Attachment B -Scope of Services
Attachment C- Electronic Data Requirement
Attachment D - City - Licensed Geographical Information System Data
Attachment E-Subcontractor List Non-Construction
Attachment F - CREO Department Forms
Attachment G - Performance and Payment Bond Forms
Attachment H - Non-Construction Application for Payment

Other Documents:

Insurance, Tax Clearance, Missouri Good Standing

Responsibilities of City. City shall:

A. Make available to Contractor all existing records, maps, plans, and other data possessed by City when such are necessary to Contractor in the completion of the work under this Agreement.
B. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Contractor at any reasonable time.
C. Provide standard City forms as required.
D. Provide City – Licensed Geographical Information System Data set forth in Attachment C, incorporated into this Agreement.
E. (de-chlorination mandatory)the CITY shall provide dichlorination tablets

Sec. 8. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on the "Subcontractor List Non-Construction."

Sec. 9. Deletions to Part II, Standard Terms and Conditions. The following sections of Part II, Standard Terms and Conditions, of this Contract are hereby deleted:

Sec. 10. Replacements to Part II, Standard Terms and Conditions. The following section(s) of Part II, Standard Terms and Conditions of this Contract are hereby deleted and in lieu thereof, the following are hereby inserted:

Sec. 11. Replacement to Part II, Standard Terms and Conditions, Section 4, Insurance. Section 4.A.4 of Part II, Standard Terms and Conditions of this Agreement is hereby deleted and in lieu thereof, the following is inserted:

A. Professional Liability Insurance with limits Per Claim/Annual Aggregate of $_____

Sec. 12. Contract Information Management System. Contractor shall comply with City's Contract Information Management System requirements. Contractor shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 13. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Contract, Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment _____**. 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. 14. Performance Bond. Contractor shall furnish a Performance Bond to City on City furnished forms executed by a Surety, in the amount of $_____ guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes.

All bonds required to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue bonds for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of B+, V, or better. A certified copy of the agent's authority to act must accompany all bonds signed by an agent.

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

Sec. 15. Incorporation of Federal/State Laws and Regulation. Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations which may be set forth in **Attachment** __ to this Contract. The federal/state laws and regulations applicable to the use of funds provided under this Contract including but not limited to those included in **Attachment** ____ are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments.

Sec. 16. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

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

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

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

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

Date: _____ by: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____ By: _____

Name: _____

Title: _____

_____

Secretary to the Board

Approved as to form:

_____

Assistant City Attorney

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

_____

Director of Finance

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

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

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

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

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

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

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

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

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

Sec. 3. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

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

a. Severability of Interests Coverage applying to Additional Insureds
b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000.
c. No Contractual Liability Limitation Endorsement.
d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

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

Workers' Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 5. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement..

Sec. 7. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 8. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in

any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification.

Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 11. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. Records.

A. For purposes of this section:

1. “City” shall mean the City Auditor, the City’s Internal Auditor, the city’s Director of Human Relations, the city Manager, the City department administering this Contract and their delegates and agents.

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

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

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

Sec. 14. Affirmative Action.

If this Contract exceeds $300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City’s Affirmative Action requirements in accordance with the provisions of Chapter 38 of City’s Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City’s Code. CONTRACTOR shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action

program in place for the duration of the Contract.

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

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

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

Sec. 15. Tax Compliance.

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds $160,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 16. Assignability and Subcontracting

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract**.** City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or

indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18. Buy American Preference.

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

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

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

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

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

Sec. 21. Employee Eligibility Verification
If this Contract exceeds five thousand dollars($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 22 Quality Assurance Act.
If this Contract exceeds $160,000.00, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $15.00 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 23 Anti-Discrimination Against Israel.
If this Contract exceeds $100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 24 Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

ATTACHMENT A - UNIT PRICES

Project Title:
PDW Hydrant and Water Valve Assessment,Management and Mapping

Project / Contr: 9981-60800088

ITEM #	UNIT	ESTIMATED ANNUAL QUANTITY*	DESCRIPTION OF SERVICE	UNIT PRICE ($)	TOTAL ITEM PRICE ($)**
		(A)		(B)	(C) = (A) x (B)
100	EACH	12	Monthly Project Administration		
200	LS	1	Work Plan & Other Documents		
300	EACH	4,400	Water Valve Assessment - Non-Critical Valves		
300	EACH	60	Water Valve Assessment - Boundary Valves		
300	EACH	1,600	Water Valve Assessment - Critical Valves		
300	EACH	2,500	Hydrant Lead Valve Assessment		
400	EACH	2,500	Fire Hydrant Assessment, Flushing, Flow Testing & Documentation		
501	EACH	50	Raise Valve Box to Grade in Asphalt		
502	EACH	300	Raise Valve Box to Grade in Dirt		
503 & 800	Crew Hours	1,250	Hourly Crew Rate For Shut Assistance & Other Minor Repairs (Pre-approved by CITY) - Standard Rate		
800	Crew Hours	150	Hourly Crew Rate For Shut Assistance (Pre-Approved by City) - Overtime Rate		
600 & 700	EACH	12	Monthly Information Management		
1000	EACH	300	Perform Minor Fire Hydrnat Repair		
1100	EACH	10	Daily Mobilization for Minor Hydrnat Repair		
1200	EACH	100	Two Hydrnat Flow Testing		
			TOTAL AMOUNT (SUM of TOTAL ITEM PRICES):		

*The actual number of units worked and paid for under this Contract may be more or less than the estimated quantity given or may be none.

**In the event of a discrepancy, Unit Price shall govern.

ATTACHMENT B
SCOPE OF SERVICES

Owner: Water Services Department, City of Kansas City, Missouri
Project: PDW Hydrant & Water Valve Assessment, Management & Mapping
Project No. 60800088
Contract No. 9981

The CITY owns and operates a 240 MGD water treatment facility, over 25 storage and pumping stations, and approximately 3,000 miles of transmission and distribution water mains. The CITY's customer service area includes approximately 320 square miles within the CITY proper and several regional transmission main systems to wholesale customers outside its limits. The north distribution system includes two service levels (north direct and north booster) and the south system has three service levels (south direct, south booster, and south super booster). Approximately 60 isolation valves, referred to as "boundary valves", are used in addition to check valves to maintain the separate service levels and reduced pressure zones. Valve types in the CITY's distribution system include in-line isolation valves (typically gate, butterfly, and ball valves). The number of in-line isolation valves in the CITY's distribution system total approximately 34,500. Percentage breakdown of existing isolation valves by nominal size is as follows:

6-inch and smaller: 56%
8-inch: 29%
10- and 12-inch: 12%
16-inch: 1%
20- and 24-inch: 1%
Greater than 24-inch: 1%

Hydrants in the CITY's distribution system total approximately 26,300 and most are equipped with 6-inch lead isolation gate valves.

The following Scope of Work describes the professional, technical, and specialized services to be completed under the **Hydrant & Water Valve Assessment, Management & Mapping** The purposes of this program are the following:

- To evaluate, rehabilitate and improve the reliability and operability of valves in the water distribution system.
- To determine operational, physical and location information of valves in the water distribution system.
- To integrate the database deliverables into the CITY's Hansen and GIS systems.
- To analyze the results and provide consulting services to CITY regarding an asset management program for water valves and fire hydrants.
- To evaluate and improve the operability of fire hydrants in the water distribution system.
- To document, integrate and analyze location, physical and operational information on the fire hydrants and hydrant lead isolation valves in the water distribution system.
- To provide water main shutdown, filling and flushing water mains and related services as requested by City

I. BASIC SERVICES

This program will include the following activities for a specified number of City's distribution valves and fire hydrants shown on Attachment A – Unit Prices: locate, identify, assess, clean out, inspect, exercise or test, perform minor adjustments, record GPS data, create work orders, provide databases for both the CITY's Hansen

Work Order Management System and ESRI GIS Mapping Systems, and analyze results. CITY selects the valves and hydrants to be included in this program. The estimated quantities on Attachment A – Unit Prices are not guaranteed and are solely for the purpose of comparison of proposals. Determinations of actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by the City.

Except as expressly specified herein, the CONTRACTOR shall provide all resources required to complete the valve and fire hydrant program including all project administration, supervision, labor, programming, equipment, materials, traffic control, permits, software and all other services required by the Work.

II. SCOPE OF SERVICES

Item 100 - MONTHLY PROJECT ADMINISTRATION AND CONSULTING SERVICES
Payment for Monthly Project Administration and Consulting Services Item will be at the contract unit price for Monthly Project Administration and Consulting Services in Attachment A. Such payment and price shall constitute full compensation for all labor, equipment, materials, and for all Work necessary to complete the following tasks:

Task 101- MONTHLY PROJECT ADMINISTRATION
CONTRACTOR will provide the management functions required to successfully complete the work, including project correspondence with CITY's staff; supervision and coordination of services; scheduling, and assignment of personnel, and invoicing for the work performed.

Task 102 - CONDUCT MONTHLY PROGRESS MEETINGS
CONTRACTOR will conduct monthly progress meetings to review the progress of the work and coordinate work activities with CITY staff. CONTRACTOR shall prepare and make a monthly presentation to CITY of program results to date.

Task 103 – PROVIDE CONSULTING SERVICES TO CITY
The CONTRACTOR shall analyze the results of its assessments of water valves and fire hydrants and provide consulting services to CITY regarding its asset management program for water valves and fire hydrants. Services shall include in addition to the monthly deliverable databases completing specific data queries relating to the water asset assessments as requested by CITY.

Item 200 – WORK PLAN AND OTHER DOCUMENTS
Payment for Work Plan and Other Document Item will be at the contract unit price for Work Plan and Other Documents in Attachment A, apportioned in accordance with percent complete. Such payment and price shall constitute full compensation for all labor, equipment, materials, and for all Work necessary to complete the following tasks:

TASK 201 – PREPARE WORK PLAN
CONTRACTOR shall provide to and discuss with the CITY alternative approaches to identifying which valves and hydrants will be assessed under this Contract. The discussion will include the advantages and disadvantages to the various approaches.

Once the CITY approves the valve and hydrant assessment approach for the project, the CONTRACTOR will prepare a written work plan that includes the following items:

A. Rationale, description, and list of which valves and hydrants will be assessed under this Contract. Include appropriate maps showing the location of valves and hydrants to be assessed.
B. A list of the order in which the valves and hydrants will be assessed under this Contract.
C. A list of critical valves to be assessed annually.

D. A listing of what valves and hydrants should be assessed in each of the potential Contract renewals with maps showing the locations of those valves.
E. A detailed description of the administrative processes (issuing of Hansen WOs, tracking of WOs, updating/integrating Hansen data, GIS updating, etc.), inspection, testing, exercising, locating, mapping, recording, data/record management, and valve/hydrant assessment procedures and other standard operating procedures to be used by its field crews as an operational manual for this project.
F. Upon completion of the work plan, the CONTRACTOR will make a presentation to the CITY that describes its proposed work plan and the CONTRACTOR's approach. CONTRACTOR shall revise the work plan as requested by CITY.

Task 202 – PREPARE QUALITY ASSURANCE / QUALITY CONTROL PLAN
CONTRACTOR shall prepare and submit for approval by CITY a detailed written QA / QC plan for data collection and data management functions, including methods and procedures for collecting and providing to CITY complete, accurate, and precise valve and hydrant data as required herein.

Task 203 – PREPARE SAFETY PLAN
CONTRACTOR shall prepare a detailed written safety plan covering all field operations.

Task 204 – PREPARE TRAFFIC CONTROL PLAN
CONTRACTOR shall prepare a detailed written traffic control plan for field operations. Plan shall meet requirements of CITY's Public Works Department.

Task 205 – PREPARE PROJECT SCHEDULE
The CONTRACTOR will develop an overall project schedule for the work to be approved by CITY prior to the commencement of work. The CONTRACTOR shall update the schedule on a monthly basis and submit the revised schedule to CITY along with each Pay Application.

Task 206 – CONDUCT INITIAL PROJECT MEETING CONTRACTOR
will conduct an Initial Project Meeting to clarify the CITY's intended Scope of Work and other special requirements for the project; to collect and review pertinent available data; and to present CONTRACTOR's initial work plan, QA/QC plan, safety plan, traffic control plan, and project schedule to confirm they meet the CITY's requirements. At the meeting, the CONTRACTOR will clarify with CITY the valve and hydrant data to be collected, data format and procedures for integrating data within CITY's Hanson Work Order Management System and GIS System.

Task 207 – PREPARE ASSET MANAGEMENT FINAL PROGRAM REPORT
Upon completion of the field work, CONTRACTOR will evaluate and analyze the results of all valve and hydrant assessments, prepare a final Program Report, and make a final presentation to the CITY. Prof. Service Contract Amendment 6 of 20 Contract Central The report and presentation will include a critical analysis of the results of the completed program and recommendations.

Item 300 - WATER VALVE ASSESSMENT

CONTRACTOR will perform water valve assessments for valves selected by CITY, including locating, identifying, accessing, cleanout, inspection, exercising, marking, mapping, and training CITY's crews as described herein. In addition to valves to be assessed throughout a specified area, CITY will provide the CONTRACTOR a list of critical valves and boundary valves, which must be assessed within the annual contract period and are located throughout the entire service area. The majority of the critical valves are

located on the large transmission mains which convey water throughout the system and to adjacent communities. These valves have a high consequence of failure as the interruption of service in the corresponding pipelines will result in a large reduction in conveyance capacity to the distribution system. The boundary valves are normally in a closed position and are necessary to maintain the separate service levels and reduced pressure zones in the distribution system.

Payment for all water valve assessment tasks will be made at the contract unit price for Water Valve Assessment in Attachment A for the designated valve type (non-critical, critical, boundary valve, and hydrant lead). The CONTRACTOR's water valve assessment crew must consist of a minimum of two (2) crew members. Such payment and price shall constitute full compensation for all labor, equipment, materials, permits, mobilization, traffic control, cleanup, restoration, proper disposal of waste materials, demobilization, and for all Work necessary to complete the following water valve assessment tasks:

Task 301 - LOCATE THE VALVE
CONTRACTOR will locate all water distribution valves using the following guidelines:

A. Search for all valves visually using current GIS mapping of the water distribution system. CITY will provide CONTRACTOR maps (electronic files as pdfs) of relevant areas of the CITY's water distribution system.
B. Search for water valves shown on the GIS, but not identified by visual inspection, using recorded measurements to valves from curbs or other monuments (if available), magnetic locator, probing rods, and other tools.
C. If the valve cannot be located after searching for a minimum of 20 minutes, the valve will be labeled "cannot locate" and documented as a work order, determine a mapping grade GPS position at the location where searched and otherwise treat the "cannot locate" valve as a standard valve assessment. CITY may provide further direction to CONTRACTOR regarding a "cannot locate" valve.

Task 302 - IDENTIFY THE VALVE
Each valve will be identified by its corresponding CITY identification number. In cases where Asset ID's are not available, the CONTRACTOR will create a temporary asset identification number in accordance with CITY's procedures.

Task 303 - ACCESS THE VALVE
The valve cover shall be removed by the CONTRACTOR in order to access the valve. If it is not possible to remove the valve cover intact, the cover will be broken, the valve accessed, and the cover replaced. Replacement covers are to be provided by CITY.

Task 304 - CLEAN OUT VALVE BOX/VAULT
The CONTRACTOR will vacuum out debris or pump out water from the box/vault in order to allow access to the valve operating nut and bonnet bolts where possible. The CONTRACTOR will provide an industrial vacuum designed specifically for water utility valve box maintenance and a water pump to remove debris and water from box/vault so that the operating nut is exposed and clearly visible (not under water or debris) at the time the valve is operated. CITY will provide a location for discarding materials vacuumed out of the valve structures.

Task 305 - INSPECT VALVE
The CONTRACTOR will execute a visual inspection of the valve, valve structure and vaults. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. The specific inspection information to be documented is noted in the documentation section.

Task 306 - EXERCISE VALVE
The CONTRACTOR will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. The CONTRACTOR must use a microprocessor controlled heavy duty utility valve turner with sufficient torque capacity applied in a graduated sequence to assure that all large valves can be safely operated. Minimum torque capacity of valve turning equipment shall be 750 ft-lbs with extendable reach of minimum 15 feet with hand-held controller. In addition, CONTRACTOR shall maintain equipment within the project area to apply higher torques (up to 1,500 ft-lbs) to safely operate large valves as required by field conditions and upon approval of CITY.

In preparing its work plan (Item 200), the CONTRACTOR will submit to CITY for approval proposed standard operating procedures for the following:

- 4" and smaller gate valves
- Butterfly valves of various sizes
- 6" to 12" gate valves
- 16" and larger gate valves that are not geared
- 16" and larger geared valves
- 12" and larger valves, characterized as "critical" by CITY
- Controlling torque using hydraulic valve turning devices
- Valves found in the wrong position
- Torque limits for each of the above valves
- Procedures for valves that do not cycle at the proposed torque limit
- Procedures for large valves with inoperable bypass valves
- 12" and larger valves, characterized as "critical" by CITY

Out of position valves create unintended dead ends and water quality problems requiring hydrants to be flushed when they are re-opened. Upon approval by the CITY, hydrants may be flushed under these conditions and will be manually documented, and these activities billed on a time basis (hourly crew rate) as agreed by CITY.

Task 307 – MARK VALVE
Valve lid covers will be marked with blue paint, as the inspection and exercising process is completed as directed by CITY. The mark is intended to provide field evidence of work completed at an individual valve and will also assist any future crews in locating the valve in a timely manner.
For valves refer to: AWWA Standard M44 Distribution Valves

Task 308 – MAP VALVES
All water valves encountered in this program are to be GPS mapped (horizontal coordinates and elevation of valve cover) with mapping grade sub-foot accuracy with the attribute data delivered in a database compatible with CITY's existing data schema. Coordinate data shall be field collected with autonomous GPS readings and differentially corrected via post-processing. The CONTRACTOR shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:

• Elevation mask: 15 degrees above the horizon
• Coordinate system: U.S. State Plane Coordinate in U.S. feet (expressed in feet and decimals of a foot). The coordinates must conform to the "Missouri Coordinate System of 1983, West Zone"

State Wide Missouri Geographical Reference System Monuments and Kansas City Metro Control Project monuments. All elevations shall be indicated in NAVD 88 Datum (in feet and decimals of a foot).
• Satellites: >= 4
• Position Dilution of Precision (PDOP):
• Minimum number of raw positions collected: 20

In addition to database attribute requirements, the following data items shall be generated as a result of this process:

• PDOP value
• HDOP value
• Correction Status
• Date Recorded
• Time Recorded
• Total Positions
• Filtered Positions
• Horizontal Precision
• Vertical Precision
• Standard Deviation
• Coordinate.cor File Name
• X-coordinate
• Y-coordinate
• Z-coordinate

Task 309 – PROVIDE PERIODIC FIELD SURVEY TO CONFIRM ACCURACY
CONTRACTOR will provide periodic field corroborative surveys of valve locations and grade to confirm the minimum required accuracy for horizontal coordinates and elevation data is consistently being achieved in mapping valves by comparing project data to Survey Grade GPS RTK with less than 2 cm accuracy or approved equal. CONTRACTOR shall provide a minimum of six 8-hour corroborative field surveys of valve locations throughout the term (annually) of the Contract for comparison with the project's valve mapping data. Prof. Service Contract Amendment 9 of 20 Contract Central

Task 310 – CHECK, UPDATE, AND RECORD VALVE "TIES"
For each valve assessed under this program, CONTRACTOR will check and update in a consistent manner historical valve "ties", maintained by CITY in its Hansen Work Order System, i.e., measurements to valves from curbs or other monuments. For valves without "ties", CONTRACTOR will provide CITY and record in a consistent manner valve "ties".

Item 400 – FIRE HYDRANT ASSESSMENT
CONTRACTOR will perform assessments for fire hydrants, including locating, identifying, accessing, inspection, operationally test, conducting pressure and flow test, flushing, and mapping as described herein. In addition, CONTRACTOR shall document the condition of the fire hydrants and test results, create a deliverable database and work orders, and analyze the results. CONTRACTOR will locate, identify, access, cleanout, inspect, exercise, mark, GPS map and document hydrant lead valves under the current scope and pricing for valve assessments (Item 300).

Payment for all fire hydrant assessment tasks will be made at the contract unit price in Attachment A for the item described in Task "Fire hydrant Assessment, Flushing, Flow Testing, & Documentation." Such payment and price shall constitute full compensation for all labor, equipment, materials, permits,

mobilization, traffic control, cleanup, restoration, proper disposal of waste materials, demobilization, and for all Work necessary to complete the following hydrant assessment tasks:

Task 401 - LOCATE FIRE HYDRANT

CONTRACTOR will locate all hydrants using the following guidelines:

a. Search for all hydrants visually using current GIS mapping of the water distribution system. CITY will provide to CONTRACTOR maps (electronic files as pdfs) of relevant areas of the CITY's water distribution system and provide dechlorination tablets.

b. CONTRACTOR will search for missing fire hydrants shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.

c. If the hydrant cannot be located after searching for a minimum of 20 minutes, the hydrant will be labeled “cannot locate” and documented as a work order, determine a mapping grade GPS position at the location where searched. CITY may provide further direction to CONTRACTOR regarding a “cannot locate” hydrant.

Task 402 - IDENTIFY FIRE HYDRANT

Each hydrant will be identified by its corresponding CITY identification number. In cases where Asset ID’s are not available, the CONTRACTOR will create a temporary asset identification number in accordance with CITY’s procedures.

Task 403 - ACCESS FIRE HYDRANT

CONTRACTOR will clear obstructing plant growth from an area three feet surrounding the base of the fire hydrant.

Task 404 - INSPECT FIRE HYDRANT

The CONTRACTOR will execute a visual inspection of the hydrant, noting observed conditions. The specific inspection information to be documented is noted in Tasks 600 and 700.

Task 405 – OPERATIONALLY TEST FIRE HYDRANT

CONTRACTOR will mechanically test; pressure test and flow test each fire hydrant. The mechanical inspection includes removing, greasing and replacing all caps, slowly opening and bleeding the air out of the fire hydrant and pressurizing the barrel at full system pressure. The pressure test will be conducted with the fire hydrant charged at full system pressure, any leakage and static pressure will be documented. The flow test will be conducted by opening one of the 2-1/2” caps, affixing a diffuser, (de-chlorination mandatory)the CITY shall provide dechlorination tablets, slowly opening the fire hydrant to the full position and documenting the residual pressure. At the completion of the hydrant flow test, the fire hydrant will continue to be flowed (flushed) until the water becomes clear. At this time the fire hydrant will be slowly closed, drainage of the fire hydrant will be observed, caps will be replaced and the area will be fully restored. For hydrants with only a pumper nozzle, an adaptor will be connected with two (2), 2-1/2” ports, with one port for the diffuser and the second for pressure gauges and the testing completed as above for all hydrants.

Item 500 - VALVE BOX GRADE ADJUSTMENTS AND OTHER MINOR VALVE MAINTENANCE

The CONTRACTOR will complete limited valve box grade adjustments and other minor valve maintenance to existing assets as they are encountered throughout this program upon approval by CITY. Other minor valve maintenance is defined as a service not covered under Missouri's Prevailing Wage Law and not included under any other Item's scope herein, which returns a valve to full operability. Payment for limited valve grade adjustments shall be made at the contract unit prices in Attachment A. Payment for other minor valve maintenance pre-approved by CITY shall be made at the hourly crew rate in Attachment A. Such payment and price shall constitute full compensation for all labor, equipment, materials, permits, traffic control, and for all Work necessary to complete the following tasks:

Item 501 – Raise Valve Box in Asphalt (< 6 inches below grade)

Locate the paved over valve, cut and remove asphalt over the valve, and apply risers to raise to existing street level. Temporarily patch around the valve with cold-mix asphalt material. Valve risers provided by CITY.

Item 502 - Raise Valve Box in Grass, Dirt, or Gravel (< 12 inches below grade)

Locate the buried valve, dig down to the cover, apply risers to raise to existing grade, and backfill around the risers with soil. Valve risers provided by CITY.

Item 503 – Hourly Crew Rate for Shut Assistance or Other Minor Valve Maintenance (No excavation) Standard Rate

Upon approval by CITY, CONTRACTOR shall provide other minor valve maintenance to existing valves and billed on a time basis (hourly 2-person crew rate with the standard equipment used to conduct valve assessments) to return valves to full operability and save the cost of replacement, rebuild, or overhaul. Examples of minor valve maintenance include replacement of op nut and freeing "frozen" valves by slowly increasing torque in an appropriate manner with specialized equipment. Minor valve maintenance under this task must be pre-approved by CITY. No valve replacements, vacuum or backhoe excavations, rebuilds, overhauls, or other major repairs will be performed under this Contract.

Item 600 · INFORMATION MANAGEMEMT- HANSEN WORK ORDER SYSTEM

The CONTRACTOR will analyze CITY's current business systems and processes for Hansen work order management and determine database deliverables compatible with the CITY's Hansen Work Order Management System as approved by CITY. Payment for deliverable databases into CITY's Work Order Management's System will be made at the contract unit price for Information Management• Hansen Work Order System in Attachment A, apportioned in accordance with percent complete. Such payment and price shall constitute full compensation for all labor, equipment, materials, analysis, coordination, meetings, documentation, procedures, software, and for all Work necessary to prepare, conve1t, transmit and deliver valve and fire hydrant data and create work orders in appropriate format in the CITY's Hansen Work Order Management System, and perform the following tasks:

Task 601 • CITY's Hansen Work Order Management System.

CITY utilizes Hansen version 8.8.0 with Info Public Sector 11.2.0 software to manage work orders and to schedule and track maintenance activities on water facilities. Additional upgrades can be expected during the duration of this contract. The CONTRACTOR will assist CITY to create work orders on all valves and fire hydrants, currently in the CITY's GIS system and any additional valves or hydrants not in the current GIS system located during field operations as approved by CITY. At a minimum, the CONTRACTOR will be required to collect information for each valve and hydrant and develop a compatible database and a means of uploading the data to the CITY's Hansen Work Order Management System, creating work orders and populating asset tables

Task 602 - Documentation

Data will be documented on each valve and fire hydrant as specified by CITY and integrated electronically into CITY's Hansen work order management system.

·A. Data documentation for valves will include, but not necessarily limited to:

I. Physical data: CITY ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies (by category· and details), box/vault discrepancies (by category and details), additional physical information as necessary.

2. Location data: Mapping grade GPS coordinate and elevation data parameters.

3. Operational data: Turns, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies, additional operational comments as necessary.

4. Deficiencies: Details on deficiencies so that a work order can be created.

B. Data documentation for fire hydrants will include, but not necessarily limited to:

I. Physical data: ID number, map number, fire hydrant size, manufacturer, year, fire hydrant discrepancies such as missing caps, misaligned nozzles, rounded operating nuts, paint condition and additional physical information as necessary.

2. Location data: Mapping grade GPS coordinate and elevation data items as noted in the

GPS mapping section,

3. Operational data: Turns, close direction, observed leakage (categories and details), flow observation (categories and details), specific operational discrepancies (categories and details), additional operational comments as necessary.

4. Discrepancies: Detail on discrepancies so that a work order (as described below) can be concisely created

Task 603 - Deliverable Database

The CONTRACTOR will provide applicable valve and hydrant data in a spatially accurate database with format and schema compliant with CITY's existing data structure for its Hansen Work Order Management System. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. CONTRACTOR agrees to make adjustments to its deliverable database format and schema as requested by CITY to maintain compatibility.

All work orders to be created shall be made in the Hansen Work Order Management System format.

The database for valves shall contain the information agreed with CITY and at a minimum the following attribute data:

- Identification
- Source document reference
- Date and time of operation
- Primaty activity
- Whether valve located
- Street Location / Intersection
- Valve size
- Valve type
- Whether map discrepancy
- Use of valve
- Valve structure
- Whether valve box vacuumed or pumped out
- Type of operator
- Operating nut depth
- Surface cover
- Lid size and condition
- Whether valve exercised
- Equipment used to exercise valve
- Valve position found and position left
- Close Direction
- Number of Turns
- Max Torque
- Final Torque
- Torque Chart for Large Valves
- Valve Condition (operable, inoperable)
- Valve Discrepancies (categories and details)
- Structure Discrepancies (categories and details)
- Whether Valve Covered Over and if so, Inches Below Grade
- Minor Valve Maintenance Performed
- Whether Work Order Created
- Valve Mapping and Elevation Data

- Valve "ties"
- Post-Processing Performed on Mapping and Elevation Data
- Other Attribute Items as Agreed

B. The database for fire hydrants shall contain the information agreed with CITY and at a minimum the following attribute data:

- Identification
- Date and time of operation
- Primaty activity
- Whether hydrant located
- Street location / intersection
- Whether map discrepancy
- Hydrant ties
- Fire hydrant size
- Fire hydrant type
- Fire hydrant manufacturer
- Fire hydrant year
- Bury depth
- Steamer height
- Nozzle number and diameter
- Whether drained
- Whether operated
- Operating test results including pressures (static, residual, pitot) and flow rate
- Hydrant condition (operable, inoperable)
- Hydrant color and overall paint condition
- Hydrant discrepancies (categories and details)
- Whether work order created
- Hydrant mapping data (state plane coordinates) and elevation of the operating nut
- Post-processing performed on mapping and elevation data
- Other attribute items as agreed.

Before field operations commence, CITY and CONTRACTOR shall meet to review specific data schemas to be employed on the project, including the features to be collected, data format, and procedures for incorporation of the field collected data into CITY's the Hansen Work Order Management System. CONTRACTOR shall prepare detailed documentation of proposed database deliverables, data integration procedures, and submit to CITY for approval.

Task 604 - Work Orders for Valve & Hydrant Repairs by CITY

The CONTRACTOR will create work orders for all repairs by CITY that are needed in order to bring the.valves and hydrants in the system up to 100% operability. These work orders will be captured and integrated electronically into the CITY' s Hansen system. Work orders will specifically note the deficiency of the valve or hydrant and the general repair activity required by CITY to return the valve or hydrant to full operability.

Work orders for valves will contain, at a minimum, the following information:

- Valve ID
- Map number
- Specific valve deficiencies (category and details)
- Specific repair activity required to return the valve to full operability

Work orders for fire hydrants will contain, at a minimum, the following information:

- Hydrant ID
- Map number
- Specific hydrant deficiencies (category and details)
- Specific repair activity required to return the hydrant to full operability

Task 605 - "Out of Service" Fire Hydrant Work Orders & Reporting

The CONTRACTOR will document "Out of Service" fire hydrants as a work order and report these non-functioning assets to the CITY as directed on a daily basis, or as soon as is practical. Out of Service fire hydrants are critical, and notification to the CITY shall be expeditious.

Item 700 - INFORMATION MANAGEMEMT - ESRI ARC GIS

The CONTRACTOR will analyze CITY's current business systems and processes for ESRI GIS and determine database deliverables compatible with the CITY's GIS systems as approved by CITY. Payment for deliverable databases into CITY's ESRI ARC GIS system will be made at the contract unit price for Information Management – ESRI ARC GIS in Attachment A, apportioned in accordance with percent complete. Such payment and price shall constitute full compensation for all labor, equipment, materials, analysis, coordination, meetings, documentation, procedures, software, and for all Work necessary to prepare, convert, transmit, and deliver data in appropriate format into CITY's GIS system and perform the following tasks:

Task 701 - CITY's ESRI ARC GIS System

CITY utilizes ESRI ARC GIS Platform to map water infrastructure including valves. Additional upgrades can be expected during the overall length of this contract. At a minimum, the CONTRACTOR will be required to collect information for each valve and fire hydrant and integrate this data electronically into CITY's ARC GIS system as approved by CITY.

Task 702 - Documentation

Data will be documented on each valve and fire hydrant as specified by CITY and integrated electronically into CITY's GIS Platform and other systems of record as requested.

A. Data documentation for valves will include, but not necessarily limited to:

1. Physical data: CITY ID number, map number, valve size, type of valve, use of valve, valve structure, depth ofvalve, if clean out was necessary, valve discrepancies (by category and details including leaks), box/vault discrepancies (by category and details), additional physical information as necessary.

2. ocation data: Mapping grade GPS coordinate data parameters (including X, Y, and Z coordinates).

3. Operational data: Turns, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies, additional operational comments as necessary.

4. Deficiencies: Details on deficiencies so that a work order can be created.

B. Data documentation for hydrants will include, but not necessarily limited to:

1. Physical data: ID number, map number, fire hydrant size, manufacturer, year, fire hydrant discrepancies such as missing caps, misaligned nozzles, rounded operating nuts, paint condition, leaks, and additional physical information as necessary.

2. Location data: GPS position and coordinate data items as noted in the GPS mapping

section.

3. Operational data: Turns, close direction, observed leakage (categories and details), pressure and flow observation (categories and details), specific operational discrepancies (categories and details), additional operational comments as necessary.

4. Discrepancies: Detail on discrepancies so that a work order (as described below) can be concisely created

Task 703 - Deliverable Database

The CONTRACTOR will provide applicable valve and fire hydrant data in a spatially accurate format compliant with CITY's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries.

The database for valves shall contain the information agreed with CITY and at a minimum the following attribute data:

- A Unique Identification Number
- Source Document Reference
- Date of Operation
- Valve Size
- Valve Type
- Use of valve
- Valve Structure
- Boolean indicting whether vacuumed/pumped
- Operating Nut Depth
- Boolean indicating whether exercised
- Close Direction
- Number ofTurns
- Max Torque
- Final Torque
- Torque chart for large valves
- Valve Condition (operable, inoperable)
- Valve discrepancies (categories and details)
- Structure discrepancies (categories and details)
- Valve mapping data
- Other attribute items as agreed

The database for fire hydrants shall contain the information agreed with CITY and at a minimum the following attribute data:

- A Unique Identification Number
- Date ofoperation
- Fire hydrant size
- Fire hydrant manufacturer
- Fire hydrant year
- Boolean indicting whether drained
- Boolean indicating whether operated
- Operating test results including pressures and flow rate recorded

- Hydrant condition (operable, inoperable)
- Hydrant discrepancies (categories and details)
- Hydrant mapping data
- Other attribute items as agreed

Before field operations commence, CITY and CONTRACTOR shall meet to review specific data schemas to be employed on the project, including the features to be collected, data format, and procedures for incorporation of the field collected data into CITY's ESRI ARC GIS. CONTRACTOR shall prepare detailed documentation of proposed database deliverables and data integration procedures, and submit to CITY for approval.

Task 704 - WEB-BASED PROJECT TRACKER APPLICATION

The CONTRACTOR will prepare and maintain a web-based project tracker application based on CITY's water distribution GIS including all historical City's GIS valve and hydrant data and supplemented with data from CONTRACTOR's assessments of valves and hydrants under this program. The application will include isolation trace capabilities for main shuts and current locations of CONTRACTOR's crews using GPS trackers. CONTRACTOR shall provide the CITY access and use of this project tracker application during the contract term.

Item 800 - Hourly Crew Rate for Shut Assistance or Other Minor Valve Maintenance (No excavation) Overtime Rate

The CONTRACTOR shall provide water main shutdown, filling and flushing water mains, and related services approved by CITY. The CONTRACTOR will test shut valves and provide professional valve turning, hydrant operation, and related services to shutdown water mains and fill and flush mains in accordance with the CITY's standard procedures. The CONTRACTOR's services shall include assistance in the form of identifying, locating, assessing, and turning water valves and operating hydrants as directed by CITY. CONTRACTOR shall be available to assist CITY 24 hours a day, seven days a week with a response time of 90 minutes from initial notification by CITY.

The CONTRACTOR shall provide transportation, specialized valve turning vehicles, valve keys, labtop computers, cell phones, GPS mapping devices, and other materials and supplies shall be provided for all crews. CONTRACTOR shall provide equipment to apply torques up to 1,500 ft-lbs to safely operate large transmission main valves as required by field conditions and upon approval of CITY. CONTRACTOR shall utilize its own web based application of the CITY's water distribution system with main shut isolation trace capability. The CONTRACTOR's crew size shall be a minimum of two personnel.

CONTRACTOR shall bill for main shut assistance on a time basis (hourly 2-person crew rate with equipment) in Attachment A. Water main shut assistance performed outside of standard work hours shall be made at the hourly 2-person crew overtime rate with equipment in Attachment A. Such payment and price shall constitute full compensation for all labor, equipment, materials, permits, traffic control, and for all Work necessary to complete the assigned tasks.

Item 900 - OTHER REQUIREMENTS

Task 901 – Safety and Traffic Control Services

The CONTRACTOR will abide by all OSHA safety regulations in the fulfillment of this scope of services. All personnel shall have current OSHA 10 Hour certification or greater. The CONTRACTOR shall provide all traffic control services necessary to ensure a safe working environment and comply with all requirements. All work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and will clearly identify the CONTRACTOR. If necessary, the CONTRACTOR will switch to night time operations if traffic control and safety become a factor in the completion of services. If necessary, a secondary traffic blocking vehicle will be provided by the CONTRACTOR. CONTRACTOR will prepare a traffic control plan for its field operations, including water valve assessments, valve box grade adjustments, hydrant assessments, and for main shut and other assistance, and if required by the Work, apply for and obtain all necessary permits from the CITY's Public Works Department.

Payment for all safety and traffic control services will be included in the contract unit prices for water valve assessments, valve box grade adjustments, hydrant assessments, and the hourly crew rates for main shut and other assistance. Such payment and prices for water valve assessments, valve box grade adjustments, hydrant assessments, and the hourly crew rates for main shut and other assistance shall constitute full compensation for all labor, equipment, materials, permits, and for all Work necessary to provide safety and traffic control services for this project including night time operations or other work arrangements.

Task 902 - Professionalism

The CONTRACTOR will ensure that all activities are conducted in a professional manner. At a minimum, the CONTRACTOR will ensure all personnel are in an approved uniform; all field equipment is maintained clean and neat; all trucks are clearly identified with the CONTRACTOR's name and contact phone number and written procedures for field operations and information management processes are contained within the vehicles in an operations manual. All CONTRACTOR's vehicles shall be equipped with GPS trackers, which provide current vehicle locations through CONTRACTOR's web-based project tracker program.

Item 1000 – Perform Minor Fire Hydrant Repair

Minor hydrant repair is defined as a service not covered under the Missouri's Prevailing Wage Law, which can return a fire hydrant to full operability or fire flow to full capacity. Minor hydrant repair necessary to return a fire hydrant to 100% operability will be performed by the CONTRACTOR upon approval by CITY and executed and billed per minor hydrant repaired. No hydrant replacements, vacuum or backhoe excavation, rebuilds, overhauls, or other major repairs will be performed under this Contract.

When the CONTRACTOR establishes a fire hydrant needs minor repair to return hydrant to 100% operability on the scheduled path of fire hydrant inspections this item 1000 will cover all labor, equipment for all Work necessary to complete the minor hydrant repair. No mobilization will be paid due to the crew already being on site for the hydrant assessment.

On occasion KC Water will assign approximately 30-50 hydrants for minor repair to the CONTRACTOR per week. The CONTRACTOR will schedule and route the minor repair crews and send documentation on minor repairs made at the end of each week to the KC Water Project Manager. All parts and materials will be provided by KC Water. Mobilization for these repairs will be paid from item 1100.

KC Water staff available for training on minor hydrant repair.

Item 1100- Daily Mobilization for Minor Fire Hydrant Repair

The CONTRACTOR will charge a daily rate for mobilization for minor hydrant repairs throughout the city. Minor fire hydrant repairs will be completed per request from KC Water

Item 1200- Two Fire Hydrant Flow Testing

The CONTRACTOR will complete one hundred (100) two hydrant flow tests per annual cycle. Sixty-Five (65) locations will be assigned by KC Water. The other thirty-five (35) locations will be completed periodically by the CONTRACTOR throughout the city at their discretion.

Task 1201- Two Hydrant Flow Testing Procedure:

The equipment needed is a static pressure gauge and a pitot blade with gauge, two hydrant wrenches and two people. Typically, the two hydrants selected are consecutive on the water line, but it is acceptable to skip a hydrant in between the two test hydrants should the need arise. Hydrants should be chosen as hydrant #1 (static/residual) or hydrant #2 (pitot).

Step 1: Open a 2 ½" outlet on the hydrant and flush the line to remove any debris so it doesn't clog your gauge. Close the hydrant and put the pressure gauge on the 2 ½" outlet. Open the hydrant again to its full capacity and record the static pressure reading.

Step 2: Leave hydrant #1 open with the static gauge in place you will then fully open the 2nd hydrant and have the person at hydrant #1 take a pressure reading again and record it as the residual pressure.

Step 3: While the 2nd hydrant is fully open, place the pitot blade into the stream and record the reading from the pitot gauge. The blade should be placed in the middle of the stream about 2 inches out from the outlet.

Step 4: Both hydrants may then be closed, and the test is complete.

The record should contain the hydrant ID, the Static pressure, the Residual pressure, and the Pitot reading.

Hydrant flushing dechlorination is the process of removing chlorine or chloramines from water discharged during maintenance to protect aquatic life in, or near, receiving water bodies. Utilizing specialized diffusers with sodium sulfite or ascorbic acid tablets, this process neutralizes chlorine concentrations before water enters storm drains or waterways. **This process is required when performing maintenance or flushing of any hydrant**.

For hydrants refer to: AWWA Standard M17 Fire Hydrants

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

_____ _____
(Department Project) Department

_____
(Bidder/Proposer)

STATE OF_____)
) ss
COUNTY OF_____)

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

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

2. The project target goals are_____**% MBE** and_____**% WBE.**

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

   - **BIDDER/PROPOSER PARTICIPATION:_____% MBE_____% WBE**

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

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

   - Name of M/WBE Firm _____
     Address_____
     Telephone No. _____
     I.R.S. No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value** $ 90.00	% of Total Contract

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

WBE FIRMS:

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

TOTAL WBE $ / TOTAL WBE %: $_____ _____%

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

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

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

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.

7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.

9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____
Address: _____
_____
Phone Number: _____
Facsimile number: _____
E-mail Address: _____

By: _____
Title: _____
Date: _____
(Attach corporate seal if applicable)

Subscribed and sworn to before me this_____day of_____, 20____.

My Commission Expires: _____ _____
Notary Public

LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	☐
Updated LOI:	☐

Project Name/Title _____

Project Location/Number _____

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

_____

_____

_____

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

M/WBE Vendor type:

☐ Subcontractor/manufacturer (counts as 100% of contract value towards goals)

☐ Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

☐ Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

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

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

Select one:

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

☐ The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: _____

_____ _____

Signature: Prime Contractor Print Name

_____ _____

Title Date

State of)

County of)

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:

MWDBE SUBCONTRACTOR BUSINESS NAME: _____

_____ _____

Signature: Subcontractor Print Name

_____ _____

Title Date

State of)

County of)

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 Civil Rights & Equal Opportunity Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Civil Rights & Equal Opportunity Department at: (816) 513-1836**.**

_____
(Signature)

_____
(Position with Firm)

_____
(Date)

REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____
ADDRESS: _____
PROJECT NUMBER OR TITLE: _____
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

   for the MBE/WBE firm _____ which is currently
   (Name of old firm)
   listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to

   perform the following scope of work: _____.
   (Scope of work of old firm)

   b. ☐ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

   _____ % MBE_____% WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

   TO

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

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

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

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

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

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

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

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

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

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

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

Dated:_____ _____
(Bidder/Proposer/Contractor)

_____
By: (Authorized Representative)

CITY OF KANSAS CITY, MISSOURI
Human Relations Department
M/WBE MONTHLY UTILIZATION REPORT

Report Date:	**Project Name:**		**City Project Number:**					
Project Address:			**Contract Award Date:**				**City Vendor ID:**	
General Contractor (GC):			**City Contract Number:**				**City Department Name**	
Contact Person/Phone:			**General Contract Amount:** $		**Total Amount Paid By City To Date:** $			
General Contractor Address:			**Contract Goals:**		_____% DBE _____% MBE _____% WBE			
Email Address:			**Total Contract Days:**				**Completion Date:**	
MBE/DBE Subcontractor	**Date of Certification**	**Date of Subcontract**	**Subcontract Amount**	**% of Total Contract**	**Estimated Start date**	**Amount Paid This Period**	**Amount Paid To Date**	**% of Contract Paid to Date**
WBE/DBE Subcontractor								
Totals								

Contractor should submit report by the 15th of each month.

Phillip Yelder, Director
Human Relations Department
414 E. 12th Street, 4th Floor
Kansas City, MO 64106
Phone: 816-513-1836
FAX: 816-513-1805

Narrative:

Report Submitted By: _____ **Date** _____

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

CITY OF FOUNTAINS
HEART OF THE NATION

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 _____

DocuSign Envelope ID: CF07562F-6A3B-4EF2-A92A-60C48F7AB190

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

CITY OF FOUNTAINS
HEART OF THE NATION

KANSAS CITY
MISSOURI

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified ☐MBE ☐WBE ☐DBE ☐NA
List certifications:
_____

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

Business Entity Type:
(☐) Missouri Corporation
(☐) Foreign Corporation
(☐) Fictitious Name Corporation
(☐) Sole Proprietor
(☐) Limited Liability Company
(☐) Partnership
(☐) Joint Venture
(☐) Other (Specify)

Subcontractor's Legal Name and Address

_____

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

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

By: _____ _____
(Signature) (Print Name)

_____ _____
(Title) (Date)

NOTARY

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

My Commission Expires:_____ By_____

_____ _____
Print Name Title

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: