

**REQUEST FOR PROPOSALS
FOR PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
FOR CONTRACT NO. 9643, PROJECT NO. 60800045
WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

1. PURPOSE

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for **Water Valve and Hydrant Assessments, Mapping, and Data Management Program**, issued by the Water Services Department of Kansas City, Missouri. 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.

2. DUE DATE FOR PROPOSALS AND SUBMISSIONS

All proposal documents should be submitted as listed in this RFP **by 4:00 p.m. (CT) on Monday June 7, 2021** to the City Contact Person.

- (a) **Where.** Proposers shall submit their Proposals to the City Contact Person listed in Section 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP Contract / Project No. and Title, Due Date and Time, and Name of the Proposer’s Business/Firm.
- (b) **No. of Copies/Format.** Proposers shall submit one (1) signed original and one (1) copy on a CD in Microsoft Word/Excel format or on a flash drive. In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs. Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2” x 11” paper, double sided. As part of the City’s green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.
- (c) **Additional Materials.** The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such

additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

3. PROPOSAL QUESTIONS

- (a) **Questions.** Proposers shall submit any questions or issues about any aspect of this RFP to the following City Contact person:

Kelly Finn, Project Manager
Water Services Department
4800 E. 63rd Street
Kansas City, MO 64130
Phone (816) 513-0351
Fax: (816) 513-0464
E-Mail: kelly.finn@kcmo.org

- (b) **Question Deadline**

(1) Proposers may submit written questions, request clarifications or provide notice to the City of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Standard City Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.

(2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum.

- (c) **Questions - Post Deadline**

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the City Contact. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

4. **DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”**

(a) This Request for Proposals (“RFP” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.

(b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.

(c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended

by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. ESTIMATED SCHEDULE

May 14 2021	RFP Issued by
June 1, 2021 at 4:00 p.m.	Deadline for questions
June 7, 2021 at 4:00 p.m.	Due Date for Proposals

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6. RFP DOCUMENTS

This RFP consists of the following documents:

- (a) Request for Proposals for Professional, Specialized or Technical Services for Contract No. 9643, Project No. 60800045
- (b) Pricing/Cost Proposal (Attachment A – Unit Prices)
- (c) Scope of Services (Attachment B)
- (d) HRD Instructions for Requests for Proposals and HRD Forms
- (e) Employee Eligibility Verification Affidavit
- (f) Professional, Specialized or Technical Services Contract Parts I and II for Water Valve and Hydrant Assessments, Mapping and Data Management Program, Contract No.9643, Project No. 60800045

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- (a) Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer’s Proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall make all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the performance and delivery of the goods and services (hereinafter “the Services”) requested by this RFP. Failure of a Proposer to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFP.
- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that

Proposer has discovered in the RFP, the Standard Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. CONTENT OF PROPOSAL

8.1 Proposal Part I – Business/Firm Profile and Legal Structure

- Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- Submit Missouri Secretary of State Certificate of Good Standing.
- List all services provided by the business/firm.
- Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- Statement regarding all work performed two (2) years immediately preceding the date of the RFP, that contains either (a) a contract by contract listing of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program Requirements have been met.
- Statement that the Proposer has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.
- Statement that Proposer is current on payment of Federal and State income tax withholding and unemployment insurance payments.
- Statement of Proposer's litigation and/or arbitration history over the past five (5) years including final ruling.
- Statement of Proposer's bond history over the past five (5) years including any incidences of failure to perform.

8.2 Proposal Part II – Experience

- List all similar projects on-going or completed by the Proposer within the last 10 years in which the Proposer provided services to water utilities relating to water distribution valves, including valve operations, main shut assistance, minor valve maintenance, hydrant assessments and flow testing, mapping, work order and data management services.

- For each project listed, indicate the utility name, reference and contact information, dollar amount of the contract, and specific services provided (valve assessments, hydrant assessments, hydrant flow testing, minor valve maintenance, main shut assistance, and asset management).
- For each project listed indicate the total number of valves assessed, number of valves 20-inches and larger operated, total number of hydrants assessed and tested, and project completion date. Identify the projects which establish Proposer's minimum required experience qualifications for this project (See Section 9).
- Describe Proposer's familiarity with the City's water distribution system.

8.3 Proposal Part III – Personnel

- Please provide your staff capacity for meeting the City's requirements.
- Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
 - a. Description of relevant experience.
 - b. Years of employment with the business/firm.
 - c. City and State of residence.
 - d. State time commitment on other accounts.
 - e. Applicable professional registrations, education, certifications, and credentials.
- Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- Please certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour (\$13.75 beginning September 1, 2021) in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances. If not, provide the information and documentation with your proposal listed in Subsection (a) (1 through 10) of Section 3-66, Code of Ordinances.
- For each subcontractor proposed for this project indicate the following: company name, business type, location, role or function in the project, relevant experience and qualifications, and key personnel.

8.4 Proposal Part IV - Project Approach

- Illustrate clearly and concisely Proposer's understanding of the technical elements that must be addressed for successful completion of the Project. Outline your approach to executing the required field work and address the following:
 - a. Describe your approach to data management, work order processes, and QA/QC procedures for valve and hydrant assessments.
 - b. Describe your approach to providing main shut assistance to the City.
 - c. Describe your approach to staffing this project.
- Highlight unique services and management tools and their benefits to the City. What makes your business/firm better than the competition?
- Describe your Quality Assurance Plan.
- State approximate date your business/firm is available to begin work on the Project.
- Provide a project schedule for delivery of services for proposed Contract 9643.

8.5 Proposal Part V – Equipment Available for Project and Safety Plan

- List and describe all major equipment you would utilize for this project (manufacturer and model/type), including but not limited to valve exercising, hydrant flow testing, and GPS instruments for valve & hydrant mapping. Indicate whether the Proposer currently owns the equipment, and if so, how many years of experience operating the same.
- Specify the software computer programs, methods, and resources to be used for integration with the City's GIS and Hanson Work Order Management systems. Indicate in the list of completed projects in the Proposer's Project Experience those projects where the Proposer integrated data electronically into the customer's work order management and GIS systems. For each such project, identify the customer's work order management and GIS systems.
- Provide a summary of a Project Safety Plan for the Project:
 - a. Describe how proposer will address unique safety issues for the Project.
 - b. Discuss Proposer's understanding of the traffic control required for the Project. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.
 - c. Describe your Firm's safety record and environmental compliance record along with OSHA reportable accident rates on recent comparable size

8.6 Proposal Part VI - Sustainability

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability

measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies. All City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
- Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.
- If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

8.7 Proposal Part VII– Pricing

- **Total Cost:** Please submit your proposed Pricing on Attachment A - Unit Prices for the initial contract term. The estimated quantities of items listed in Attachment A are not guaranteed and are solely for the purpose of evaluating proposals. Estimated quantities of items in Attachment A are subject to change by the City before execution of the contract or during the contract term at the City's sole discretion. Each unit price in Attachment A will be deemed to include an amount considered by the Proposer to cover overhead and profit for each separately identified item.
- **Renewal Pricing:** Section 10 of Part I of Contract No. 9643 provides for up to four renewals to the initial contract at the City's sole discretion, where such renewals would be in the best interest of the City. Indicate in your Proposal whether you would request an increase in the Attachment A – Unit Prices for the four renewals, and if so, please provide proposed Renewal Pricing or proposed basis for determining price increases.

8.8 Proposal Part VIII – Required Documents

Complete and submit the following documents to the City:

- a. Your Proposal
- b. Attachment A – Unit Prices
- c. HRD Form 13 Affidavit of Intended Utilization (See Section 26)

9. MINIMUM EXPERIENCE REQUIREMENTS

- (a) The Proposer undertaking valve assessments under this contract is required to have successfully completed within the last five years similar valve programs for at least five water utilities including mapping, valve exercising, minor valve maintenance, and data

management on a minimum of 20,000 water distribution valves each with at least 3,500 valves assessed within the last five years that are 20-inches and larger.

- (b) The Proposer undertaking valve assessments under this contract is required to have documented expertise in operating, exercising, mapping, and condition assessments and data management on water valves 20-inches and larger.
- (c) The Proposer undertaking hydrant assessments and flow testing under this contract is required to have successfully completed within the last 5 years similar hydrant programs for at least three water utilities including mapping, condition assessments, flow testing, and data management on a minimum of 5,000 hydrants each.
- (d) The Proposer is required to provide a minimum of two (2) references for programs of a similar size and scope as the proposed Contract No. 9643 with successful integration of field collected data into the utility's Hansen Work Order management Systems and ESRI GIS Arc Map Systems.
- (e) The Proposer is required to have documented expertise in performing water main shuts for utilities on transmission mains 20-inches and larger and in filling and flushing large diameter transmission mains.

10. **EVALUATION CRITERIA**

Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.

11. **INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

12. **DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a contract with or without presentations, discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;

- (i) make a multiple award to any or all Proposers;
- (j) terminate this RFP at any time, and reissue an amended RFP or new RFP.

13. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred and twenty (120) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After one hundred and twenty (120) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

14. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

15. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

16. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

Pursuant to Section 3-35, City Code of Ordinances, the City, at any time, may waive any requirements imposed in this RFP or by any City ordinance or regulation.

17. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) the proposal is required to be electronically submitted and is late due to a technology issue beyond the proposer's control; or (7) it is in the best interest of the City to accept the proposal.

18. CHANGES IN THE RFP

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP. The City will notify Proposers of all material changes.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

19. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

20. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

21. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

22. DISCLOSURE OF PROPRIETARY INFORMATION

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
 - 1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information";
 - 2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
 - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

23. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

24. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the 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 or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

25. **BUY AMERICAN AND MISSOURI PREFERENCE POLICIES**

(a) 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. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

26. **MBE/WBE GOALS**

(a) The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are **15%** MBE participation and **10%** WBE participation.

(b) The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents.

(c) **Please complete HRD Form 13 - Affidavit of Intended Utilization and return it with your Proposal.** The City of Kansas City, Missouri has a list of City Certified MBEs / WBEs at <http://kcmo.org/CKCMO/Depts/CityManagersOffice/HumanRelationsDivision/DisadvantagedMinorityandWomenBusinessEnterpriseSection/index.htm> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE program.

27. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

28. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-2044 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one year after that former employee or official leaves the City's employ. By submitting a proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-2044. Failure to comply with the requirements of Section 2-2044 may cause the Proposal to be rejected.

Kelly P. Finn, Project Manager
Water Services Department
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0351
Fax: (816) 513-0464
E-mail: kelly.finn@kcmo.org

Leona Walton, Contract Administration
Water Services Department
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0220
Fax: (816) 513-0226
E-mail: Leona.Walton@kcmo.org



For persons with disabilities needing reasonable accommodations please contact the City's ADA Specialists, Ekiasha Ruff at 513-6538 or Jean Ann Lawson at 513-6566. If you need to use the Relay Service, dial 711.

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

PRICING/COST PROPOSAL (ATTACHMENT A – UNIT PRICES)

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

SCOPE OF SERVICES (ATTACHMENT B)

ATTACHMENT B
SCOPE OF SERVICES

Owner: Water Services Department, City of Kansas City, Missouri

Project: Water Valve and Hydrant Assessments, Mapping, and Data Management Program

Project No. 60800045

Contract No. 9643

The CITY owns and operates a 240 MGD water treatment facility, over 25 storage and pumping stations, and approximately 2,806 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 25,200 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 Water Valve and Hydrant Assessment, Mapping, and Data Management Program. 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

The 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. 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.

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): < 6
- 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.

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.
- 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 optional), 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.

Task 406 – MAP FIRE HYDRANTS

All fire hydrants are to be GPS mapped (horizontal coordinates and elevation of the hydrant operating nut) 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): < 6
- 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 407 – PERFORM MINOR FIRE HYDRANT MAINTENANCE

Minor hydrant maintenance 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 maintenance necessary to return a fire hydrant to 100% operability will be performed by the CONTRACTOR upon approval by CITY and executed and billed on a time basis (hourly crew rate). No hydrant replacements, vacuum or backhoe excavation, rebuilds, overhauls, or other major repairs will be performed under this Contract.

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:

Task 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.

Task 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.

Task 503 – Hourly Crew Rate for Other Minor Valve Maintenance (No excavation)

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 MANAGEMENT – 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, convert, 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:

1. 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:

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 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
- Primary 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
- Primary 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 MANAGEMENT – 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 of valve, 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. Location 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 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)
- 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 of operation
- Fire hydrant size
- Fire hydrant manufacturer
- Fire hydrant year
- Boolean indicating 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 - MAIN SHUT AND OTHER ASSISTANCE

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, laptop 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.

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

HRD INSTRUCTIONS
FOR REQUESTS FOR PROPOSALS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 3-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and contract amendments with firms owned and controlled by minorities and women. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000.00, the goal for MBE participation would equal \$10,000.00. The specific MBE/WBE goals on this Contract are in set forth in the RFP.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document, and the Contract. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals (the "Goals"), it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
 3. Letter of Intent to Subcontract (HRD Form 00450.01); and
 4. Timetable for MBE/WBE Utilization (HRD Form 10); and
 5. Request for Modification or Substitution (HRD Form 11); and
 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 7. Subcontractor Affidavit for Final Payment (RFP Form 01290.15).

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

II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

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

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

A. Proposer must submit the following documents with its request for final payment under the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**

2. Subcontractor Affidavit(s) for Final Payment (Form 01290.15)

VII. Additional Submittals.

- A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a **supplier** who is a certified MBE or WBE.
 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a **supply broker** who is a certified MBE or WBE.
 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by an MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8) (“CUP”). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.

- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
1. Advertised for at least 15 calendar days prior to the proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
 2. Sent written notices at least fifteen (15) calendar days prior to the proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work soliciting their participation in the contract at least 15 calendar days prior to the proposal due date.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.
 7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the proposer, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the proposer; in the event an MBE or WBE is the low submission, but rejected as unqualified, the proposer and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
 8. Attended pre-proposal conference when such conference was indicated in the solicitation or otherwise by the proposer.

9. Written notices and advertisements to be provided pursuant to sections (1), (2), and (3) above shall include the following information:
 - a. The proposal due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The actual RFP;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. The date and time of any pre-proposal conference, if any, which have been scheduled; and
 - i. Any other information deemed relevant by the proposer as applicable, or the director to the extent the director provides written direction to the proposer of such additional information at the time the goals are recommended by the director.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

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

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

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

XI. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Professional Services and Goods Board on the following:
- 1. Waiver of the individual contract goals pursuant to section 3-437(a); or;
 - 2. Determination of good faith efforts pursuant to section 3-441; or
 - 3. Substitution for an MBE/WBE listed on a Contractor Utilization Plan pursuant to section 3-443;
 - 4. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 - 5. Liquidated Damages;
 - 6. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of written notice of the determination which may be made by e-mail, fax or U.S. mail. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

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

XIII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.

- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

XIV. Liquidated Damages – MBE/WBE Program.

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

AFFIDAVIT OF INTENDED UTILIZATION (HRD Form 13)

(This Form must be submitted with your Proposal)

(Department Project)

(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 in the proposal specifications on the above project and is given on behalf of the Proposer listed below.
2. Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS: _____% MBE _____% WBE
BIDDER/PROPOSER PARTICIPATION: _____% MBE _____% WBE

3. To the best of Proposer’s knowledge, the following are the names of certified MBEs or WBEs with whom Proposer, or Proposer’s subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept. Of Human Relations)*

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

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

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

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

4. Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the ***Contractor Utilization Plan/Request for Waiver (HRD 08)***.
5. Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this proposal non-responsive if Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. I am authorized to make this Affidavit on behalf of the Proposer named below as:

_____ of _____
(Title) (Name of Bidder/Proposer)

Dated: _____ By: _____
(Affiant)

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

My Commission Expires: _____
Notary Public

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

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

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

WBE FIRMS:

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

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

*“Subcontract Amount” refers to the dollar amount that 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 changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Proposer participation.

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

- 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. 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 Proposer participation.
- 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 Proposer participation. 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 Proposer participation set forth herein.

- 7. If Proposer has not achieved both the M/WBE goal(s) set for this Project, Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Proposer has failed to achieve.
- 8. 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 Proposer named below and who shall abide by the terms set forth herein:

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/Section 3 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/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle one): MBE WBE DBE N/A

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



REQUEST FOR MODIFICATION OR SUBSTITUTION (HRD Form 11)

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

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

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

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

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

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

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

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

TO

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



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

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____
2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

5. If the Contract amount exceeded \$160,000.00, 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 _____,
_____ of the _____,

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)
) ss
COUNTY OF _____)

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

- 1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor. 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 Contract Amendments:
\$ _____

City Certified MBE WBE DBE NA
List certifications:

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

Contractor Legal Name: _____

By: _____ (Signature) _____ (Print Name)
_____ (Title) _____ (Date)

NOTARY

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

My Commission Expires: _____ By _____

_____ Print Name _____ Title

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:

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

PROFESSIONAL, SPECIALIZED, OR TECHNICAL SERVICES CONTRACT (PARTS I AND II) for WATER VALVE AND HYDRANT ASSESSMENTS, MAPPING AND DATA MANAGEMENT PROGRAM, CONTRACT NO. 9643, PROJECT NO. 60800045.

**PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
WATER VALVE AND HYDRANT ASSESSMENTS, MAPPING, AND DATA
MANAGEMENT PROGRAM**

CONTRACT NO. 9643, PROJECT NO. 60800045

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

- A.** The amount the City will pay Contractor under this contract will not exceed \$ _____. Contractor will be paid on the following basis:
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 monthly in a form acceptable to the City, using **Attachment G**.
- C.** City reserves the right to make a final determination of the actual quantities and classifications of work in reviewing the Contractor’s Application for Payment. Each unit price in Attachment A will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.
- D.** 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.
- E.** 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.
- F.** 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.
- G.** 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 Scope of Services listed on Attachment B.

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

City: Water Services Department, _____, Director
Address: 4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) _____ Facsimile: (816) _____
E-mail address: _____

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 remain in force for a period not to exceed 365 calendar days from the date of the Notice to Proceed. The Director is authorized to enter into amendments to extend the term of the 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 - City – Licensed Geographical Information System Data

Attachment D – Subcontractor List Non-Construction

Attachment E – Human Relations Department Forms

Attachment F – Performance and Payment Bond Forms

Attachment G - Non-Construction Application for Payment

Sec. 8. 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.

Sec. 9. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on **Attachment D** - Subcontractor List Non-Construction.

Sec. 10. Renewal of Contract. The Contractor agrees to enter into up to four (4) renewals to this contract if so requested by the City. The determination to renew the Contract will be at the sole discretion of the City where such renewal would be in the best interest of the City. For the renewal contracts, quantities in Attachment A of this contract for specified items and total contract amounts are subject to change by the City and the current quantities are not guaranteed for renewal contracts. An increase in the unit prices, if any, will be determined solely by the City, and if needed, it will not exceed the annual average percent change in the Consumer Price Index – Urban (CPIU) data for U.S. City Average (all items and current base) for the previous year available for reference at www.bls.gov. The values used to calculate the maximum potential percent increase will be the value from the month the Contract is executed to the most current monthly value available at the time the Contract is renewed.

Sec. 11. 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. 12. 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 in **Attachment E**. 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. 13. Performance and Payment Bonds. Contractor shall furnish Performance and Payment Bonds to City on City furnished forms executed by a Surety, in the contract amount guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes (**Attachment F**).

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. 14. 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.

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 \$100,000 accident with limits of:

- \$500,000 disease-policy limit
- \$100,000 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.

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 Professional Service Contract Part II 061218

"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 contract.

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 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

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

2. 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.

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

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

Sec. 15. Tax Compliance.

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

Sec. 16. Assignability and Subcontracting

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's

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

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

Sec. 17. Conflicts of Interest.

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

Sec. 18. Buy American Preference.

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

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

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

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

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

Sec. 21. Employee Eligibility Verification

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States

Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 22. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 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.

ATTACHMENT C

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

Non-Construction Subcontractors Listing

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

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

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

ATTACHMENT E

HUMAN RELATIONS DEPARTMENT FORMS

**HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
 3. Letter of Intent to Subcontract (HRD Form 00450.01); and
 4. Timetable for MBE/WBE Utilization (HRD Form 10); and
 5. Request for Modification or Substitution (HRD Form 11); and
 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

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

MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

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

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports

may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

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

VII. Additional Submittals.

- A. Proposer may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (HRD Form 11)**. Refer to Section X, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
 - 1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
 - 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 - 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
 - 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
 - 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 - 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
 - 1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 - 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 - 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for

negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and

4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
 1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the

bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
 - a. The bid due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The location of plans and specifications for viewing;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - i. The date and time of any pre-bid meeting(s), if any, which have been

scheduled by the bidder, proposer, or contractor as of the bid solicitation;
and

- j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.

- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

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

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
2. The Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or

- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

XI. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
 - 1. The grant or denial of a Request for Waiver;
 - 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 - 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 - 4. Liquidated Damages;
 - 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer’s or Contractor’s right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

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

XIII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

XIV. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be

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

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

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

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

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

WBE FIRMS:

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

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

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

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

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than

the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

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

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____

Project Location/Number _____

PART I: Prime Contractor _____ agrees to enter into a contractual agreement with M/W/DBE/Section 3 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/Section 3 Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

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 (circle one): MBE WBE DBE N/A

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 60800045 / 9643

Project Title Water Valve & Hydrant Assessments, Mapping, and Data Management Program

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

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

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

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

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

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

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (a) 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 (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are 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 \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 60800045 / 9643

Project Title Water Valve & Hydrant Assessments, Mapping and Data Management Program

STATE OF MISSOURI)
) ss:
COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

PERFORMANCE AND PAYMENT BOND FORMS



PERFORMANCE BOND

Project Number 60800045 / 9643

Project Title Water Valve and Hydrant Assessments, Mapping, and Data Management Program

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

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Water Valve and Hydrant Assessments, Mapping, and Data Management Program which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

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

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



PAYMENT BOND

Project Number 60800045 / 9643

Project Title Water Valve and Hydrant Assessments, Mapping, and Data Management Program

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

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for Water Valve and Hydrant Assessments, Mapping, and Data Management Program, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**
Project Number _____
Contract Number _____
Project Title _____

ATTACHMENT G

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

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

- Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
- If this is the Final application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
- If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
- Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

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

Contractor:

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

Kansas City:

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