



## **Agenda**

### **Transportation, Infrastructure and Operations Committee**

Chairperson Kevin O'Neill  
Vice Chair Melissa Robinson

Councilmember Eric Bunch

Councilmember Johnathan Duncan

Councilmember Lindsay French

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**Wednesday, November 29, 2023**

**9:00 AM**

**26th Floor, Council Chamber**

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

#### **PUBLIC OBSERVANCE OF MEETINGS**

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

Any closed session may be held via teleconference.

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

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

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

#### **PUBLIC WORKS DEPARTMENT**

##### **Director of Public Works**

**230950**

Sponsor: Director of the Public Works Department

Authorizing amendment No. 1 with Olsson Associates in the amount of \$60,665.00 for additional design services and topographic survey for the N. Brighton Avenue Improvements from N.E. 72nd Street to N.E. 78th Street project for a total contract amount of \$424,528.50, and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [Docket Memo 89008201 N Brighton A1](#)  
[89008201 CREO Approval](#)

**Director of Public Works**

[230952](#) Sponsor: Director of the Public Works Department  
Authorizing Amendment No. 1 to a design professional services agreement with Alfred Benesch & Company in the amount of \$195,180.00 for the Byrams Ford Road Bridge over Round Grove Creek project, for a total contract amount of \$448,930.00.

**Attachments:** [Docket Memo 89005582 Byrams Ford Bridge ver2](#)

**Director of Public Works**

[230963](#) Sponsor: Director of the Public Works Department  
Authorizing Amendment No. 3 to a design professional services agreement with McClure Engineering Company in the amount of \$65,695.00 for the 23rd Street Improvements-Benton Boulevard to Indiana Avenue project for a total contract amount of \$588,543.00; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [Docket Memo 230963](#)

**Director of Public Works**

[230964](#) Sponsor: Director of the Public Works Department  
Authorizing Amendment No. 7 in the amount of \$82,304.18 to contract TranSystems Corporation for design professional services for the North Green Hills Road from Northwest Brooke Drive to Northwest 78th Street project for a total contract amount of \$2,229,214.57; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [Docket Memo 230964](#)

**Director of Public Works**

[230966](#) Sponsor: Director of Public Works Department  
  
Authorizing the Director of Public Works to enter into a First Amendment to the Cooperative Agreement with Bike Share KC for a bicycle-sharing program until April 31, 2024 in the amount of \$377,000.00 from funds previously appropriated; and permitting the continued installation of bicycle stations within the public right-of-way.

**Attachments:** [Docket Memo 230966](#)

AVIATION DEPARTMENT

**Director of Aviation**

**230951** Sponsor: Director of Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Unite Private Network, LLC, at 1 International Square at Kansas City International Airport; and estimating revenue in the amount of \$379.19 to the Aviation Fund.

**Attachments:** [Docket Memo UPN Space Lease 101923](#)  
[Approp--Admin-UPN Space Lease 101923](#)  
[CREO 230951](#)

WATER DEPARTMENT

**Director of Water Services**

**230959** Sponsor: Director of Water Services Department

Authorizing a \$2,400,000.00 construction contract with Infrastructure Solutions, LLC, for the Emergency Water Distribution Repairs project; and authorizing two successive renewal options with further City Council approval.

**Attachments:** [Docket Memo 230959.pdf](#)  
[CREO CUP Approval & Summary 230959](#)  
[9829 Approved Goals](#)  
[9829 Bid Opening Summary](#)  
[230959 TIO Presentation - PDF](#)

**Director of Water Services**

**230965** Sponsor: Director of Water Services Department

Estimating revenue in the amount of \$300,000.00 in the Capital Improvements Fund; appropriating this amount to the Milray Stoddard Flood Control account; authorizing a Cooperative Agreement with Platte County, Missouri for the Design and Development, and Management of the Milray-Stoddard Storm Water Improvements; and authorizing a \$487,373.00 contract with Wilson and Company, Inc., for the design of the Milray Stoddard Flood Control project.

**Attachments:** [82000365 Docket Memo](#)  
[Approp & Admin Ordinance Forms](#)  
[473 DPS Contract](#)  
[Cooperative Agreement](#)  
[230965 TIO Presentation - PDF](#)

**Director of Water Services**

**230975** Sponsor: Director of Water Services Department

Authorizing the Director of Water Services Department to execute an Option to Purchase Agreement between Hunt Midwest Properties, L.L.C. and the City of Kansas City, Missouri, through its Water Services Department, for the Todd Creek Facility Land Acquisition; authorizing the expenditure of \$799,058.00 by the Director of the Water Services Department to fulfill such contract; authorizing the Director of Finance to accept a Special Warranty Deed or similar conveyance of real property for the Todd Creek Facility; directing the City Clerk to record a certified copy of this ordinance with the Platte County, Missouri Recorder of Deeds; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [Docket Memo 230975](#)  
[230975 TIO Presentation - PDF](#)

GENERAL SERVICES DEPARTMENT

**Director of General Services**

**230968** Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) in order to execute an amendment to Contract No. EV2923 with Otis Elevator Services for the purpose of maintenance and repair upgrades to City Hall's elevator system.

**Attachments:** [OTIS Elevator Docket Memo](#)

HELD IN COMMITTEE

**Lucas**

**230935** Sponsor: Mayor Quinton Lucas

Adopting FY 2024-25 GOKC Bond fund priorities for road, bridge, and sidewalk projects and one-year funding amounts.

**Attachments:** [Exhibit 1](#)  
[Docket Memo 230935.pdf](#)

ADDITIONAL BUSINESS

1. Staff will give a presentation on Resolution 230625.
2. Aviation Department will provide a presentation regarding the new Terminal arrivals and departure curbs operation.



3. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

4. Closed Session

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

5. Those who wish to comment on proposed ordinances can email written testimony to [public.testimony@kcmo.org](mailto:public.testimony@kcmo.org). Comments received will be distributed to the committee and added to the public record by the clerk.

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

- Livestream on the city's website at [www.kcmo.gov](http://www.kcmo.gov)
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOublg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: [http://kansascity.granicus.com/ViewPublisher.php?view\\_id=2](http://kansascity.granicus.com/ViewPublisher.php?view_id=2)

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

Adjournment



**File #: 230950**

ORDINANCE NO. 230950

Sponsor: Director of the Public Works Department

Authorizing amendment No. 1 with Olsson Associates in the amount of \$60,665.00 for additional design services and topographic survey for the N. Brighton Avenue Improvements from N.E. 72nd Street to N.E. 78th Street project for a total contract amount of \$424,528.50, and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the current contract with Olsson Associates provides for the design of stream bank stabilization and updating 60% plans with current topography, utility coordination, and property negotiations; and

WHEREAS, the project location now requires additional design for a waterline and trail as well as additional topographic survey; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute an amendment number 1 with Olsson Associates in the amount of \$60,665.00 for additional professional services related to Project No. 89008201 from funds previously appropriated to Account No. 24-3090-B-898101-89008201 for a total contract amount of \$424,528.50. A copy of the amendment is on file with the Director of the Public Works Department and is incorporated herein by reference.

Section 2. That the Director of Public Works is hereby designated as requisitioning authority for Account No. 24-3090-B-898101-89008201.

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

..end

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

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

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*Tammy L. Queen*  
*Director of Finance*

Approved as to form:

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*Dustin E. Johnson*  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230950

Submitted Department/Preparer: Public Works

Revised 10/23/23

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

### Executive Summary

Sponsor: Director of Public Works

Authorizing Amendment No. 1 with Olsson Associates in the amount of \$60,665.00 for additional design services and topographic survey for the N Brighton Avenue Improvements project from NE 72<sup>nd</sup> Street to NE 78<sup>th</sup> Street (Project #89008201) for a total contract amount of \$424,528.50 and recognizing this ordinance as having an accelerated effective date.

### Discussion

The 60% plans were originally developed by Olsson under a contract with Hunt Midwest. Direction of the project was transferred to the City after it was on hold for a while and City staff identified additional work that would be necessary to update the plans. The current contract with Olsson Associates provides for the design of stream bank stabilization and updating 60% plans with current topography, utility coordination, and property negotiations. The Shoal Creek Trail project will cross the N Brighton project and additional information and survey data is necessary to ensure the projects would meet seamlessly. Additional work is also needed for a waterline in the project corridor.

CREO goals established at 17%-MBE and 19%-WBE will be carried forward with this contract amendment utilizing Taliaferro & Brown and TREKK.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
3090-B-898101-89008201 Capital Improvement Sales Tax – Council District 1
3. How does the legislation affect the current fiscal year?  
N/A
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

No

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

No

**Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

**Additional Discussion (if needed)**

Click or tap here to enter text.

**Citywide Business Plan (CWBP) Impact**

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
  - Enhance the accessible, sustainable and better connected multi-modal transportation system
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Increase and support local workforce development and minority, women, and locally-owned businesses
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
  - 
  -

**Prior Legislation**

N/A

## Service Level Impacts

The N Brighton project will provide safer vehicular, pedestrian and bicycle transportation by flattening hills, installing streetlights, storm sewer, sidewalks, a trail and connections to existing trails.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
The installation of sidewalks, trails and connecting to the existing trail network will provide new opportunities for area residents to walk and bicycle for exercise and health benefits.
2. How have those groups been engaged and involved in the development of this ordinance?  
The design process includes several opportunities for residents to attend open house meetings to learn about the proposed project and its elements and provide their input and recommendations.
3. How does this legislation contribute to a sustainable Kansas City?  
Providing multi-modal transportation options can reduce emissions from vehicular trips. Landscaping with select native plants and additional trees can help address stormwater runoff and enhance air quality.
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

Yes - I have submitted documents for CREO Review (Press tab after selecting)

Please attach or copy and paste CREO's review.

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



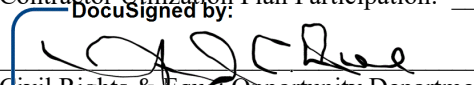
KANSAS CITY MISSOURI

# CREO KC Contractor Utilization Plan Approval

Date: 03/09/2022  
 To: Civil Rights & Equal Opportunity Department  
 From: Kim Pemberton  
 Subject: Contract/Project No.: 89008201  
 Project Title: N Brighton PVR to NE 72<sup>nd</sup> Street to NE 78<sup>th</sup> Street

<b>Funding:</b>	<input checked="" type="checkbox"/> City (MBE/WBE/DBE) <input type="checkbox"/> Federal (DBE) <sup>1</sup> <input type="checkbox"/> State (DBE) <sup>1</sup> - Grant _____ <input type="checkbox"/> Other: TIF
<b>Contract Category:</b>	<input type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input checked="" type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Other:
<b>Bid/Proposal Closing Date:</b>	<b>No. of Bidders/Proposers:</b>
<b>Recommended Bid/Proposal<sup>2</sup>:</b> Proposal \$364,198.50	
<b>Company:</b> Olsson <b>Contact:</b> Reid Catt, PE <b>Contact Email:</b> Rcatt@olsson.com	<b>Address:</b> 7301 W. 133 <sup>rd</sup> Street, Suite 200, Overland Park, KS <b>Phone:</b> 913-381-1170 <b>Fax:</b> 913.381.1174
<b>Additional Information:</b>	

cc: Project Manager: 89008201 file

<b>FOR CIVIL RIGHTS &amp; EQUAL OPPORTUNITY DEPARTMENT USE ONLY</b>	
<b>The attached Contractor Utilization Plan is:</b>	
<input checked="" type="checkbox"/> Approved	<b>The Request for Best Faith Efforts Waiver is:</b>
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>17</u> % MBE & <u>19</u> % WBE   or   _____ % DBE	
DocuSigned by:  Civil Rights & Equal Opportunity Department 33C4DAA9120C4F0...	4/14/2022 Date

<b>FOR GRANTING AGENCY USE ONLY<sup>3</sup></b>	<input type="checkbox"/> N/A
Approved by: _____	_____
	Date

<sup>1</sup> DBE Programs apply to specific federal or state grant requirements.

<sup>2</sup> The dollar figure here should match the approved Bid/Proposal recommendation or amendment preparation checklist on file with the requesting department.

<sup>3</sup> Federal and state grant agreements may require granting agency approval of contract goals.





**File #: 230952**

ORDINANCE NO. 230952

Sponsor: Director of the Public Works Department

Authorizing Amendment No. 1 to a design professional services agreement with Alfred Benesch & Company in the amount of \$195,180.00 for the Byrams Ford Road Bridge over Round Grove Creek project, for a total contract amount of \$448,930.00.

WHEREAS, the Director of Public Works authorized the design professional services agreement with Alfred Benesch & Company in the amount of \$253,750.00 for the project; and

WHEREAS, Amendment No. 1 is needed to compensate the designer for additional design work in conjunction with federal funding; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute the design professional services Amendment No. 1 with Alfred Benesch & Company in the amount of \$195,180.00 for Project No. 89005582 - Byrams Ford Road Bridge over Round Grove Creek for a total contract amount of \$448,930.00. A copy of the amendment is on file with the Public Works Department.

Section 2. That the Director of Public Works is hereby authorized to expend the sum of \$195,180.00 from funds previously appropriated in account AL-3524-898013-B-89005582.  
..end

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

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*Tammy L. Queen*  
*Director of Finance*

Approved as to form:

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*Dustin E. Johnson*  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230952

Submitted Department/Preparer: Public Works

Revised 8/3/23

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

### Executive Summary

Sponsor: Director of Public Works

Authorizing amendment No. 1 to a design professional services agreement with Alfred Benesch & Company in the amount of \$195,180.00 for the Byrams Ford Road Bridge over Round Grove Creek project, for a total contract amount of \$448,930.00.

### Discussion

The project has just recently received federal fund authorization in the amount of \$1,237,500. It is a bridge that has been closed for over 10 years. The addition of federal funds to the project requires that the City update the plans to meet the federal requirements, complete the federal funding process, and get local public authority approval on the plans. Additionally, the floodplain in this area will need to be updated to meet the current standards and geography. There will also be some final plan design updates required.

CREO goals are planned at 13% MBE/13% WBE and will be carried forward with this amendment by utilizing HG Consult, TREKK Design Group, and VSM.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
3090 – Capital Improvement Sales Tax and GO Bond  
AL-3524-898013-B-89005582
3. How does the legislation affect the current fiscal year?  
There is no effect
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
No

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No

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

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

**Additional Discussion (if needed)**  
Click or tap here to enter text.

### Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Enhance the accessible, sustainable and better connected multi-modal transportation system
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Increase and support local workforce development and minority, women, and locally-owned businesses
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
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### Prior Legislation

N/A

### Service Level Impacts

The reconstruction of the Byrams Ford Road Bridge will provide a required secondary access to the adjacent neighborhood and significantly reduce the travel time for the neighborhood and emergency vehicles. It will also include a sidewalk to allow for pedestrian movements.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
The installation of the sidewalk will allow for additional exercise benefits that currently do not exist at this location.
2. How have those groups been engaged and involved in the development of this ordinance?  
There have been several opportunities for public input into the design. We also have continued to keep the project open for public comment on the website as we searched for funding.
3. How does this legislation contribute to a sustainable Kansas City?  
Reducing the travel time will significantly reduce the emissions and allow for better air quality.
4. Department staff certifies the submission of any applicable Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), Non-Discrimination documents, and Letters of Intent to Subcontract (LOIs) to CREO prior to the legislation entry request in Legistar.

Yes - I have submitted documents for CREO Review (Press tab after selecting)  
Please attach or copy and paste CREO's review.  
[Click or tap here to enter text.](#)

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

No(Press tab after selecting)

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

No(Press tab after selecting)



**File #: 230963**

ORDINANCE NO. 230963

Sponsor: Director of the Public Works Department  
Authorizing Amendment No. 3 to a design professional services agreement with McClure Engineering Company in the amount of \$65,695.00 for the 23rd Street Improvements-Benton Boulevard to Indiana Avenue project for a total contract amount of \$588,543.00; and recognizing this ordinance as having an accelerated effective date.

*WHEREAS, the Director of Public Works authorized the design professional services agreement with McClure Engineering Company in the amount of \$329,325.00 for the project; and*

*WHEREAS, the Director of Public Works also authorized Amendment No. 1 for an additional \$4,568.00 to the Project; and*

*WHEREAS, the Director of Public Works authorized Amendment No. 2 in the amount of \$188,955.00 for additional design work; and*

*WHEREAS, the project now requires design work for additional right of way acquisitions; NOW, THEREFORE,*

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

*Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 3 to design professional services agreement with McClure Engineering Company for Project No. 89008540 – 23rd Street Improvements-Benton Boulevard to Indiana Avenue in the amount of \$65,695.00 for a total contract amount of \$588,543.00. A copy of the amendment is on file in the Public Works Department.*

*Section 2. That the Director of Public Works is hereby authorized to expend the sum of \$65,695.00 from funds previously appropriated to the following account:*

<i>AL-3521-898013-B-89008540</i>	<i>23rd Street Improvements</i>
<i>\$65,695.00</i>	

*Section 3. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as*

provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

..end

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

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*Tammy L. Queen*  
*Director of Finance*

Approved as to form:

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*Dustin E. Johnson*  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230963

Submitted Department/Preparer: Public Works

Revised 10/23/23

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

### Executive Summary

Authorizing Amendment No. 3 to a design professional services agreement with McClure Engineering Company, for \$65,695.00 for the 23<sup>rd</sup> Street Improvements project; for a total contract amount of \$588,543.00.

### Discussion

This amendment authorizes reimbursement for additional scope items requested by the City in preparation for right of way acquisition on this project to accommodate the proposed construction schedule in conjunction with the GO Bonds.

CREO goals are planned at 15% MBE/10% WBE and will be carried forward with this amendment by utilizing Custom Engineering, HG Consult, KC Testing, Taliaferro & Browne, and VSM.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
3521 - General Obligation Bond 2021 Funds
3. How does the legislation affect the current fiscal year?  
There is no effect.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
No
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No



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

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

**Additional Discussion (if needed)**

Click or tap here to enter text.

### Citywide Business Plan (CWBP) Impact

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
  - Enhance the accessible, sustainable and better connected multi-modal transportation system
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Increase and support local workforce development and minority, women, and locally-owned businesses
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
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### Prior Legislation

Ordinance No. 220880 – authorizing amendment #2

### Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

### Other Impacts

1. What will be the potential health impacts to any affected groups?  
The installation of the sidewalk will allow for additional exercise benefits that currently do not exist at this location.
  
2. How have those groups been engaged and involved in the development of this ordinance?  
There have been several opportunities for public input, including a public meeting held in May 2023. We also have continued to keep the project open for public comment on the website
  
3. How does this legislation contribute to a sustainable Kansas City?  
Reducing the travel time will significantly reduce the emissions and allow for better air quality.
  
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Reducing the travel time will significantly reduce the emissions and allow for better air quality.

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

No(Press tab after selecting)

Click or tap here to enter text.

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





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**File #: 230964**

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ORDINANCE NO. 230964

Sponsor: Director of the Public Works Department

Authorizing Amendment No. 7 in the amount of \$82,304.18 to contract TranSystems Corporation for design professional services for the North Green Hills Road from Northwest Brooke Drive to Northwest 78th Street project for a total contract amount of \$2,229,214.57; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the City entered into an Indefinite Delivery Indefinite Quantity (IDIQ) contract with TranSystems Corporation to provide inspection services for construction projects with the initial term beginning on September 1, 2017 and includes contract renewal option for four additional one-year terms; and

WHEREAS, Council passed Committee Substitute for Ordinance No. 180171 approving the TranSystems Corporation inspection services for \$735,564.10 in Englewood Complete Streets Project, and funds were encumbered under the IDIQ contract; and

WHEREAS, Council passed Committee Substitute for Ordinance No. 190225 approving the TranSystems Corporation inspection services for \$410,000.00 in the Street Improvement Project located at Northwest 72nd Street from Interstate 29 to Overland Drive, and funds were encumbered under the IDIQ contract; and

WHEREAS, Council passed Committee Substitute for Ordinance No. 190945 approving the TranSystems Corporation inspection services for \$163,065.00 in Arlington Link TIF Project from Parvin Road to Northeast 48th Street, and funds were encumbered under the IDIQ contract; and

WHEREAS, Council passed Committee Substitute for Ordinance No. 200731 approving the TranSystems Corporation inspection services for \$231,000.00 in North Green Hills Road, from Northwest Brooke Drive to Northwest 78th Street project, and funds were encumbered under the IDIQ contract; the North Green Hills Road project was amended to add \$152,000.00 to the contract; and

WHEREAS, Council passed Committee Substitute for Ordinance No. 220552 approving the TranSystems Corporation inspection services for \$275,000.00 in 63rd Street Reconstruction Section 1, Woodland Avenue to Prospect Avenue project, and funds were encumbered under the IDIQ contract; and

WHEREAS, Amendment No. 6 was issued to TranSystems Corporation for inspection services in the amount of \$180,281.29 for the Northeast 48th Street I-435 to East End project, the amendment being under 10% of the total contract cost did not require Council action. NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 7 to a contract with TranSystems Corporation in the amount of \$82,304.18 for a total contract amount of \$2,229,214.57 from funds previously appropriated to Account No. AL-3519-897001-B-89008207 for construction management/construction inspection services for Project No. 89008207-002 North Green Hills Road from Northwest Brooke Drive to Northwest 78th Street project. A copy of the agreement is on file with the Director of the Public Works Department.

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

..end

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

---

*Tammy L. Queen*  
*Director of Finance*

Approved as to form:

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*Dustin E. Johnson*  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230964

Submitted Department/Preparer: Public Works

Revised 10/23/23

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

### Executive Summary

Authorizing Amendment No. 7 in the amount of \$82,304.18 to contract TranSystems Corporation for Design Professional Services for the North Green Hills Road, from N.W. Platte Brooke Drive to N.W. 78th Street Project for a total contract amount of \$2,229,214.57.

### Discussion

The City entered into an Indefinite Delivery Indefinite Quantity (IDIQ) contract with TranSystems Corporation to provide inspection services for construction projects with the initial term beginning on September 1, 2017 and includes contract renewal option for four additional one-year terms. The contract has been amended six times for a total of \$2,229,214.57. This is the seventh amendment. Refer to ordinance for ordinance numbers and amounts of amendments.

The amendment is necessary to compensate TranSystems for inspection work already done on the N. Green Hills project which is completed. There was an error in the Purchase Orders and this ordinance would rectify those errors and compensate the consultant for work already completed and invoiced.

CREO goals are planned at 13% MBE/10% WBE and will be carried forward with this contract amendment utilizing VSM Engineering, LLC, Vireo, and Pars Consulting Engineers.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
3519 GO Bond FY19
3. How does the legislation affect the current fiscal year?  
No impact

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

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

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

**Additional Discussion (if needed)**  
Click or tap here to enter text.

**Citywide Business Plan (CWBP) Impact**

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Enhance the accessible, sustainable and better connected multi-modal transportation system
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Increase and support local workforce development and minority, women, and locally-owned businesses
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
  - 
  -

**Prior Legislation**

Ordinance No. 180171  
Ordinance No. 190225

Ordinance No. 190945  
Ordinance No. 200731  
Ordinance No. 220552

## Service Level Impacts

This contract does not have any impact to service levels

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
A trail and sidewalk are provided in the N Green Hills project that will encourage walking and biking by area residents.
2. How have those groups been engaged and involved in the development of this ordinance?  
Area residents were engaged as part of the project design.
3. How does this legislation contribute to a sustainable Kansas City?  
The project was designed to minimize the need to use materials brought in by numerous trucks thereby emanating unnecessary emissions. Trees were planted throughout the corridor and native plants were used in landscaped areas.
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)  
  
Click or tap here to enter text.  
Click or tap here to enter text.
5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.  
  
Yes - I have submitted documents for CREO Review (Press tab after selecting)  
Please attach or copy and paste CREO's review.  
Click or tap here to enter text.
6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?



No(Press tab after selecting)

Click or tap here to enter text.

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



**File #:** 230966

ORDINANCE NO.: 230966

*Sponsor: Director of Public Works Department*

*Authorizing the Director of Public Works to enter into a First Amendment to the Cooperative Agreement with Bike Share KC for a bicycle-sharing program until April 31, 2024 in the amount of \$377,000.00 from funds previously appropriated; and permitting the continued installation of bicycle stations within the public right-of-way.*

WHEREAS, Bike Share KC is a Missouri nonprofit corporation that has developed and operated a public bicycle-sharing rental program in the greater Kansas City metropolitan area since 2012; and

WHEREAS, the program has provided a low-cost transportation option for short trips and educational programs to offer users bicycle safety and skills, as well as opportunities for transportation, recreation, and fitness; and

WHEREAS, the annual usage of the bike share program has grown to over 20,000 users per year and resulted in over 275,000 pounds of carbon emissions reduced since the program was launched; and

WHEREAS, for a bicycle-sharing program to be successful, program facilities must be placed at locations throughout the City that prioritize visibility, location, desirability, and convenience, among other considerations, but due to a lack of sufficient public or private open space at optimal locations, it will be necessary to place some of the facilities of a bicycle-sharing program within the City right-of-way, including on sidewalks; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. That the Director of Public Works is authorized to enter into a First Amendment to the Cooperative Agreement with Bike Share KC for the installation, management, and maintenance of public bike sharing stations and bicycles until April 31, 2024 in the amount of \$377,000.00 from funds previously appropriated to Account No. 24-2080-891319-B. A copy of the agreement is on file in the office of the City Manager.

Section 2. As authorized by Section 64-169 of the Code of Ordinances, the Council gives permission to Bike Share KC, as owner and permittee, subject to the conditions set forth in the cooperative agreement, its successors and assigns, to install, operate, and maintain bicycle stations within the public right-of-way.

Section 3. That in accordance with Section 64-169 of the Code of Ordinances, the Council finds it in the public interest to grant a waiver of the encroachment fee.

..end

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

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*Tammy L. Queen  
Director of Finance*

Approved as to form:

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Dustin E. Johnson  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230966

Submitted Department/Preparer: Public Works

Revised 11/01/23

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

### Executive Summary

An Ordinance to authorize Ride KC Bike to continue offering bike share services in Kansas City, Missouri.

### Discussion

This Ordinance would authorize the Director of Public Works to amend an agreement with BikeShare KC for the installation, management, and maintenance of public bike sharing stations and bicycles.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Public Works, Public Mass Transportation 24-2080-891319-B by way of previously appropriated funding from BikeShare KC
3. How does the legislation affect the current fiscal year?  
No fiscal impact.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
The ordinance allows the Director of Public Works to enter into a cooperative agreement until April 31<sup>st</sup>, 2024 to spend up to the total appropriation.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
Yes, bicycles and other mobility deviuces offer less tear on our roadways, so they may not need resurfaced as often as if automobiles were driving on this pavement.

### Office of Management and Budget Review

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

Click or tap here to enter text.

## **Citywide Business Plan (CWBP) Impact**

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

## **Prior Legislation**

Ordinance 180369, from 2018, which authorized the City Manager to enter into a cooperative agreement with BikeShare KC for the installation, management, and maintenance of public bike sharing stations and bicycles.

## **Service Level Impacts**

This Ordinance would impact service levels for people walking, bicycling, using transit.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Anyone who wishes to will have access to the e-bike rental program which will open up more opportunities for active transportation and the associated health benefits.
2. How have those groups been engaged and involved in the development of this ordinance?  
Ride KC Bike has performed continuous and ongoing outreach for the bike share program since its inception including, but not limited to, public meetings, promotions, advertisements, and cross promotions with their partners.
3. How does this legislation contribute to a sustainable Kansas City?  
Increasing and improving active transportation options were among the solutions for reducing transportation emission in the Climate Resiliency and Action Plan.
4. Does this legislation create or preserve new housing units?  
Please Select (Press tab after selecting)  
  
No  
Click or tap here to enter text.
5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.  
  
Please Select (Press tab after selecting)  
  
Yes
6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?  
  
No(Press tab after selecting)  
  
No
7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?  
No(Press tab after selecting)





**File #: 230951**

ORDINANCE NO. 230951

Sponsor: Director of Aviation Department

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Unite Private Network, LLC, at 1 International Square at Kansas City International Airport; and estimating revenue in the amount of \$379.19 to the Aviation Fund.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to enter into a Lease Agreement with Unite Private Network, LLC, at the Kansas City International Airport.

Section 2. That the Director of Aviation is authorized to execute, on behalf of the City, such documents, contracts, leases, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this ordinance and to implement the transaction(s) contemplated.

Section 3. That the revenue in the following account of the Aviation Fund is estimated in the following amount:

24-8300-620000-470644	Prop Rent-Aviation-Building (KCI)	\$379.19
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..end

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

\_\_\_\_\_  
Tammy L. Queen  
Director of Finance

Approved as to form:



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Charlotte Ferns  
Senior Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230951

Submitted Department/Preparer: Aviation

Revised 10/17/23

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

### Executive Summary

Authorizing a Lease Agreement between the City of Kansas City, Missouri, Aviation Department and Unite Private Networks, LLC at 1 International Square at Kansas City International Airport; and estimating revenue in the amount of \$379.19 to the Aviation Fund. The lease is for a total of 14 square feet of cabinet equipment space in common shared Data Room.

### Discussion

The lease is for a total of 14 square feet of cabinet (2 cabinets, 7 sq. ft. each) equipment space within common shared Data Room within Airport's Police Building located at 1 International Square at Kansas City International Airport. The term of the lease is for 5 years. The lease can be renewed by the Director of Aviation for five additional one-year periods. The lease will pay rent estimated at \$758.38 the 1<sup>st</sup> year, plus yearly adjustments.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
8300 – Aviation Fund Lease agreement from Unite Private Networks for annual storage space
3. How does the legislation affect the current fiscal year?  
It increases the revenue estimate \$379.19
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Yes, it estimates revenue received over next 5 years

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

The legislation does generate revenue by an estimated \$758.38 annually, plus CPI-U increases annually

**Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

**Additional Discussion (if needed)**

Click or tap here to enter text.

**Citywide Business Plan (CWBP) Impact**

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
  - Enhance the accessible, sustainable and better connected multi-modal transportation system
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Increase and support local workforce development and minority, women, and locally-owned businesses
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
  - 
  -

**Prior Legislation**

N/A

## Service Level Impacts

This Lease supports the Aviation Department's goal for economic vitality.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
There are no known potential health impacts to any effected groups.
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A
3. How does this legislation contribute to a sustainable Kansas City?  
This lease supports our goal for economic vitality.
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)  
  
Click or tap here to enter text.  
Click or tap here to enter text.
5. Department staff certifies the submission of any applicable Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), Non-Discrimination documents, and Letters of Intent to Subcontract (LOIs) to CREO prior to the legislation entry request in Legistar.  
  
Yes - I have submitted documents for CREO Review (Press tab after selecting)  
Please attach or copy and paste CREO's review.  
See attached approval
6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?  
  
No(Press tab after selecting)
7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?  
  
No(Press tab after selecting)







\*CREO Document Submittal Project

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**CREO Document Submittal for Non e-Builder Projects: #1048**

Subject: Non-Discrimination & Equal Opportunity Review Document Upload |  
Contract 6223080100 | Unite Private Networks Equipment Space Lease  
Creator: Implementation, e-Builder  
Date Created: 10.18.2023 03:24PM  
Process Date Due:  
Open: Yes

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Accepted By:  
Current Step: CREO MM All Attachm  
Status: Received  
Date Due:

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**Comments**

**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Nondiscrimination & Equal Opportunity Review Form**

**Date:** 10/17/23  
**Form Prepared By:** Bolivar Bello

Contract/Project Number: 6223080100	Project Name: Lease for Equipment Space in Building
Developer/Prime: Unite Private Networks, LLC	Contact Information: Charlene White, Charlene.White@upnfiber.com
Final Contract Value: Est. \$758.38 annually	Project Manager: Bolivar Bello

Funding:  City  State  Federal  CO-OP  Grant:  Other:  
 Project Requirements:  M/WBE  DBE  Section 3  N/A  
 Tax Incentive:  LCRA  TIF  PIEA  Ch. 100  Other:  N/A  
 Prevailing Wage:  Yes  No  
 Davis-Bacon:  Yes  No  
 Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 NO: Workforce hours are less than 800 and project cost is less than \$300,000.

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <input checked="" type="checkbox"/> _____	Ch. 38: <input checked="" type="checkbox"/> _____
RSMo 213: _____	Title VI: <input checked="" type="checkbox"/> _____
MWDBE: <input checked="" type="checkbox"/> _____	Prevailing Wage and Labor Standards: <input checked="" type="checkbox"/> _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: <input checked="" type="checkbox"/> _____

**Contract Type:**  
 Construction  Design-Build  Design Professional  Professional Services  
 General Service  Concession  Other Goods & Services  Non-Municipal Agency  
 Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation  
 Other: Lease for Equipment cabinet Space in Building

**Additional Information:**  
 This is a lease for equipment cabinet space in a common shared data room at airport Police Building that tenant will occupy with equipment to provide their communication data services.

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

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

**The Document is:**  
 Approved  Disapproved

Changes Needed: \_\_\_\_\_

**Federal Provisions Included:**  
 Approved  Disapproved  Not Applicable

CREO Signature: *Rio Cervantes-Reed* Date: 10/27/2023  
DocuSigned by: Rio Cervantes-Reed  
FEC59457D32E400...

**Comments:**  
 \_\_\_\_\_







**File #: 230959**

ORDINANCE NO. 230959

Sponsor: Director of Water Services Department

Authorizing a \$2,400,000.00 construction contract with Infrastructure Solutions, LLC, for the Emergency Water Distribution Repairs project; and authorizing two successive renewal options with further City Council approval.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Contract No. 9829 in the amount of \$2,400,000.00 with Infrastructure Solutions, LLC, for the Emergency Water Distribution Repairs project, Project No. 80002486. A copy of the contract is on file in the office of Water Services.

Section 2. That the Director of Water Services is authorized to expend the following amounts from the listed accounts for previously appropriated dollars to satisfy the contract:

24-8010-807705-B-80002486	Water Main Replacement Program	\$2,000,000.00
24-8010-802010-B	Distribution - Pipeline	<u>400,000.00</u>
	TOTAL	\$2,400,000.00

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

..end

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

\_\_\_\_\_  
Tammy L. Queen  
Director of Finance

Approved as to form:

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Mark P. Jones  
Senior Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230959

Submitted Department/Preparer: Water

Revised 11/01/23

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

### Executive Summary

Authorizing a \$2,400,000.00 construction contract with Infrastructure Solutions, LLC, for the Emergency Water Distribution Repairs project; and authorizing two successive renewal options with further City Council approval.

### Discussion

#### Project Justification

The Water Services Department is undertaking this construction project to make scheduled and emergency repairs to the water distribution system.

#### Project Description

This project consists of water distribution system repairs on an as-needed basis including repairs to water mains, fire hydrants, valves, and services. Work will be performed throughout Kansas City, in Cass, Clay, Jackson, and Platte Counties, Missouri.

This contract is based on unit prices with a maximum obligation of \$2,400,000.00 for one fiscal year with two potential \$2,700,000.00 renewals at the City's option (a total of \$8,100,000.00 maximum commitment over three fiscal years).

The work will include the transfer of customers' water service connections from existing water mains to new water mains. The amount of this contract is \$2,400,000.00.

The term of this contract is 365 calendar days.

#### Solicitation

This project was advertised in accordance with the City's requirements. Public bids were opened on September 12, 2023 with 6 bidders responding.

#### Awardee/Subcontracting Participation

Infrastructure Solutions, LLC was selected for this project as the lowest, most responsive, and most responsible bidder with a bid amount of \$2,146,368.00, with subcontracting participation of 11% MBE and 11% WBE. The maximum obligation of the City for the work on this project will be \$2,400,000.00.

### Other Bidders/Subcontracting Participation

Other bids received with proposed subcontracting participation is as follows:

- SHEDIGS IT, LLC / \$2,213,465.00 / 11.06% MBE & 11+% WBE participation
- Leath & Sons, Inc. / \$2,239,395.00 / 11% MBE & 11% WBE participation
- Haines & Associates Construction Co., Inc. / \$2,324,065.00 / 11% MBE & 11% WBE participation
- Legacy Underground Construction, Inc. / \$2,516,135.00 / non-responsive
- Rodriguez Mechanical Contractors, Inc. / \$5,121,273.00 / non-responsive

### Estimated Project Cost

The estimated opinion of probable construction costs for this project is \$2,277,170.00.

## Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
24-8010-802010-619060 = \$2,400,000.00  
Division of Distribution - Pipeline Water fund
3. How does the legislation affect the current fiscal year?  
This project was included in the 2024 CIP.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
No.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No.

### Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund.  Yes  No

2. This fund has a structural imbalance.  Yes  No
3. Account string has been verified/confirmed.  Yes  No

### Additional Discussion (if needed)

Click or tap here to enter text.

## Citywide Business Plan (CWBP) Impact

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

## Prior Legislation

N/A

## Service Level Impacts

This contract will provide resources to make critical repairs to the water distribution system in order to maintain KC Water's service levels.

## Other Impacts

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

N/A

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

N/A

3. How does this legislation contribute to a sustainable Kansas City?  
This contract will help make timely repairs to water main breaks, which will reduce water loss.

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

N/A

Click or tap here to enter text.

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

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

The Contractor Utilization Plan was submitted to CREO KC for the construction project on October 12, 2023, and was approved on October 18, 2023 with 11% MBE and 11% WBE participation.

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

Yes(Press tab after selecting)

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

Click or tap here to enter text.

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

No(Press tab after selecting)



Project Number-80002486  
WD Emergency Water Distribution System Repairs

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**CREO Document Upload:#1**

Subject: CUP/LOI Document Upload | Contract WSD9829  
Initiator: Walton, Leona  
Date Created: 10.09.2023 10:50AM  
Department: Water Services

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**Process Information**

Document Type: CUP/LOI  
Date Submitted: 10.09.2023  
Date Received: 09.14.2023  
Contract Number: WSD9829  
Prime Contractor: INFRASTRUCTURE SOLUTIONS, LLC  
Amount of Project: 2700000.00  
%MBE 11  
%WBE 11  
%DBE

Special Instructions:

**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Contractor Utilization Plan Approval Form**

**Date:** 10.11.2023  
**Form Prepared By:** Leona Walton

Contract/Project Number: 9829/80002486	Developer/Prime: Infrastructure Solutions, LLC
Project Name: Emergency Water Distribution System Repairs	Contact Information: Jason Conklin/jconklin@i-solutionsllc.com/913.492.0400
Final Contract Value: \$2,700,000.00	Address: 9801 Renner Blvd, Lenexa, KS 66219

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

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

Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: <u>  yes  </u> %	Self-Perform: <u>  yes  </u> %
MBE: <u>  11  </u> %	MBE: <u>  11  </u> %
WBE: <u>  11  </u> %	WBE: <u>  11  </u> %
Non-certified firms: <u>  yes  </u> %	Non-certified firms: <u>  yes  </u> %

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other:

Additional Information:  
KC Water PM: Jason Wright/Jason.Wright@kcmo.org/816.513.4772  
  
This is a construction project.

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

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

**The Contractor Utilization Plan is:**

Approved  Disapproved

  11   % MBE   11   % WBE            % DBE

**The Request for Good Faith Efforts Waiver is:**

Approved  Disapproved  Not Applicable

**Appeal Sent to FICB or Incentive Agency?**  Yes            FICB            Incentive Agency  No

CREO Signature: Mark Runge Date: 10/18/2023  
6AFEC964B03641A

**Comments:**

Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.





**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Nondiscrimination & Equal Opportunity Review Form**

**Date:** 10.11.2023  
**Form Prepared By:** Leona Walton

Contract/Project Number: 9829/80002486	Project Name: Emergency Water Distribution System Repairs
Developer/Prime: Infrastructure Solutions, LLC	Contact Information: Jason Conklin/jconklin@i-solutionsllc.com/913.492.0400
Final Contract Value: \$2,700,000.00	Project Manager: Jason Wright/Jason.Wright@kcmo.org/816.513.4772

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

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

Tax Incentive:  LCRA  TIF  PIEA  Ch. 100  Other:  N/A

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <u>yes</u>	Ch. 38: <u>yes</u>
RSMo 213: <u>yes</u>	Title VI: <u>yes</u>
MWDBE: <u>yes</u>	Prevailing Wage and Labor Standards: <u>yes</u>
SLBE: <u>n/a</u>	RSMo 34 Anti-Discrimination Against Israel: <u>yes</u>

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other:

Additional Information:  
KC Water PM: Jason Wright/Jason.Wright@kcmo.org/816.513.4772

This is a construction project.

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

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

**The Document is:**

Approved  Disapproved

Changes Needed:

**Federal Provisions Included:**

Approved  Disapproved  Not Applicable

CREO Signature: Mark Runge Date: 10/18/2023

DocuSigned by: 6AFEC964B03641A...

**Comments:** CREO Assurances to be attached to contract.



## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

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

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

**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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

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Rev. 3.22.2023



## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**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.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

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Rev. 3.22.2023



## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled 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.

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

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

**Inter-Departmental Communication**

Date: October 17, 2023

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

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

Subject: CUP Summary #:

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**CONTRACTOR:** Infrastructure Solutions, LLC  
Address: 9801 Renner Blvd.  
Lenexa, KS 66219  
Contract # 9829 / 80002486- Emergency Water Distribution System Repairs  
Contract Amount: \$2,700,000.00  
MBE Goal 11%  
WBE Goal: 11%  
Total MBE Achieved: 11%  
Total WBE Achieved: 11%

**MBE SUBCONTRACTORS:**  
Name: Tenoch Construction, Inc.  
Address: 912 Scott Ave.  
Kansas City, KS 66105  
Scope of Work: Concrete / Curbs / Sidewalks  
Subcontract Percentage: 11%  
Ownership: Segura-Ulrich, Sonya  
Structure: Hispanic-American Female Code: 19

**WBE SUBCONTRACTORS:**  
Name: Petro Trucking Co., Inc.  
Address: 6028 Cleveland Ave.  
Kansas City, KS 66104  
Scope of Work: Hauling  
Subcontract Percentage: 11%  
Ownership: Pulley, Emma  
Structure: African-American Female Code: 23

**Comments:**

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

**Date:** 7/26/2023  
**Form Prepared By:** J.Wright

Contract/Project Number: 9829/80002486	Project Name: Emergency Water Distribution Repairs
Owning Department: KC Water	Project Manager: Jason Wright

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

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

Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Presenting to Council<sup>1</sup>:  Yes  No

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

Estimated Number of Project Days: 365	Anticipated Solicitation Date: 09/01/2023
---------------------------------------	---

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):  
This contract will cover Repairs to the water distribution system for scheduled and emergency repairs.

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

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

**FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:**

Reviewed CREO Annual Goal Manual?  Yes  No

Waiver being applied?  Yes  No Type: \_\_\_\_\_

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

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

Electronic Record?  Yes  No

GSD Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Reviewed CREO Annual Goal Manual?  Yes  No  N/A

The following Goals are approved for this Project:

11 _____ % MBE	11 _____ % WBE	_____ % DBE
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No Goals are set for this Project  Waiver Approved  Waiver Denied

Reason for Wavier: \_\_\_\_\_

Electronic Record?  Yes  No

CREO Signature: Mark Runge Date: 8/8/2023  
DocuSigned by: 074DFBFEEAA8425...





**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Nondiscrimination & Equal Opportunity Review Form**

**Date:**  
**Form Prepared By:**

Contract/Project Number: 9829/80002486		Project Name: Emergency Water Distribution Repairs	
Developer/Prime:		Contact Information:	
Final Contract Value:		Project Manager:	
Funding:	<input type="checkbox"/> City	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Project Requirements:	<input type="checkbox"/> M/WBE	<input type="checkbox"/> DBE	<input type="checkbox"/> Section 3
Tax Incentive:	<input type="checkbox"/> LCRA	<input type="checkbox"/> TIF	<input type="checkbox"/> PIEA
Prevailing Wage:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Davis-Bacon:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Construction Employment Program:	<input type="checkbox"/> Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.		
	<input type="checkbox"/> No: Workforce hours are less than 800 and project cost is less than \$300,000.		

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: _____	Ch. 38: _____
RSMo 213: _____	Title VI: _____
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: _____

Contract Type:

<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services
<input type="checkbox"/> General Service	<input type="checkbox"/> Concession	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Non-Municipal Agency
<input type="checkbox"/> Co-Operative	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Facilities Maintenance/Repair/Renovation	
<input type="checkbox"/> Other:			

Additional Information:

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

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

**The Document is:**

Approved  Disapproved

Changes Needed:

**Federal Provisions Included:**

Approved  Disapproved  Not Applicable

CREO Signature: Mark Runge Date: 8/8/2023  
074DFBFEEAA8425...

**Comments:**





## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

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(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

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

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

**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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

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Rev. 3.22.2023



## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**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.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

CREO Form 3  
Rev. 3.22.2023



## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled 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.

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

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.





# ORDINANCE NO. 230959

## Emergency Water Distribution Repairs

Authorizing a \$2,400,000.00 construction contract with Infrastructure Solutions, LLC, for the Emergency Water Distribution Repairs project; and authorizing two successive renewal options with further City Council approval.

November 29, 2023

Transportation, Infrastructure & Operations  
Committee



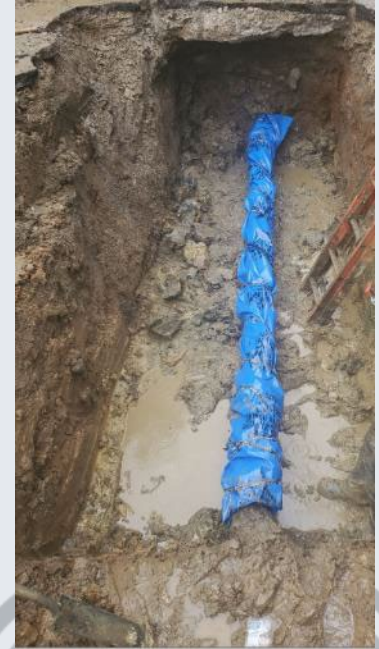
# ORDINANCE NO. 230959



Street collapse due to a  
water main break



Broken water main  
leaking



Water main  
break replaced

THANK YOU





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**File #: 230965**

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ORDINANCE NO. 230965

Sponsor: Director of Water Services Department

Estimating revenue in the amount of \$300,000.00 in the Capital Improvements Fund; appropriating this amount to the Milray Stoddard Flood Control account; authorizing a Cooperative Agreement with Platte County, Missouri for the Design and Development, and Management of the Milray-Stoddard Storm Water Improvements; and authorizing a \$487,373.00 contract with Wilson and Company, Inc., for the design of the Milray Stoddard Flood Control project.

WHEREAS, Walnut Creek, a tributary of Rush Creek which generally parallels Stoddard Avenue between N.W. 73rd Street and N.W. 83rd Street, has been impacted by increased runoff and surrounding development patterns; and

WHEREAS, the City completed an initial phase of the project in the mid-2000's but did not complete the entire flood control mitigation due to a lack of funding; and

WHEREAS, neighbors along this section of creek complain of stream bank erosion, property flooding, roadway flooding, and damage to utilities; and

WHEREAS, Walnut Creek flows into unincorporated Platte County and the City and County seek to address watershed issues via an agreed upon project that provides flood relief in the upper reaches of Walnut Creek; and

WHEREAS, with the approval for Committee Substitute for Resolution No. 220937, the 2024-2028 Citywide Business Plan was approved which included the Submitted FY 2024-2025 GOKC Bond Five Year Plan which included funding in FY 2025-2026 to complete the remaining flood control mitigation for the Milray-Stoddard area of Walnut Creek; and

WHEREAS, multiple studies have been completed to look at possible solutions to the problems along this section of creek with the most recent being the N.W. Stoddard Detention Preliminary Engineering Study completed by Wilson and Company, Inc. for the City dated June 13, 2019, and the County wishes to help accelerate the design of the project to allow for construction in 2025; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the Capital Improvements Fund is estimated in the following amount:

24-3090-800001-479983-82000365	Platte County Storm Water Grant	\$300,000.00
--------------------------------	---------------------------------	--------------

Section 2. That the sum of \$300,000.00 is appropriated from the Unappropriated Fund Balance of the Capital Improvements Fund to the following account in the Capital Improvements Fund:

24-3090-808052-B-82000365	Milray Stoddard Flood Control	\$300,000.00
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Section 3. That the Director of Water Services is hereby authorized to enter into and execute a Cooperative Agreement with Platte County for the Design and Development, and Management of the Milray-Stoddard Storm Water Improvements project. The agreement is approved in substantial form as that on file in the office of the Director of Water Services, subject to the receipt of all required approvals.

Section 4. That the Director of Water Services is hereby authorized to execute, on behalf of the City, a \$487,373.00 contract with Wilson and Company, Inc. for Contract No. 473, Milray Stoddard Flood Control Project, Project No. 82000365, from funds hereby appropriated to the follow accounts:

AL-3624-808052-611060-82000365	Milray Stoddard Flood Control	\$243,686.50
24-3090-808052-611060-82000365	Milray Stoddard Flood Control	<u>243,686.50</u>
	TOTAL	\$487,373.00

A copy of the contract is on file in the office of the Director of Water Services.

Section 5. That the Director of Water Services is hereby designated as requisitioning authority on Account Nos. 3090-808052-611060-82000365 and 3624-808052-611060-82000365.

..end

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

---

Tammy L. Queen  
Director of Finance

Approved as to form:

---

Mark P. Jones  
Senior Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230965

Submitted Department/Preparer: Water

Revised 11/01/23

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

### Executive Summary

Estimating revenue in the amount of \$300,000.00 in the Capital Improvements Fund; appropriating this amount to the Milray Stoddard Flood Control account; authorizing a Cooperative Agreement with Platte County, Missouri for the Design and Development, and Management of the Milray-Stoddard Storm Water Improvements; and authorizing a \$487,373.00 contract with Wilson and Company, Inc., for the design of the Milray Stoddard Flood Control project.

### Discussion

#### Project Justification

Walnut Creek, a tributary of Rush Creek which generally parallels Stoddard Ave between NW 73<sup>rd</sup> Street and NW 83<sup>rd</sup> Street, has been impacted by increased runoff and surrounding development patterns.

The City completed an initial phase of the project in the mid-2000's but did not complete the entire flood control mitigation due to a lack of funding.

Neighbors along this section of creek complain of stream bank erosion, property flooding, roadway flooding, and damage to utilities.

Walnut Creek flows into unincorporated Platte County and the City and County seek to address watershed issues via an agreed upon project that provides flood relief in the upper reaches of Walnut Creek.

With the approval for Committee Substitute for Resolution 220937, the 2024-2028 Citywide Business Plan was approved which included the Submitted FY 2024-2025 GOKC Bond Five Year Plan which included funding in FY 2025-2026 to complete the remaining flood control mitigation for the Milray-Stoddard area of Walnut Creek.

Multiple studies have been completed to look at possible solutions to the problems along this section of creek with the most recent being the NW Stoddard Detention Preliminary Engineering Study completed by Wilson and Company, Inc. for the City dated June 13, 2019 and the County wishes to help accelerate the design of the project to allow for construction in 2025.

## Project Description

The cooperative agreement will provide for a cooperative effort between the City of Kansas City, Missouri (City) and Platte County, Missouri (County) whereby County will provide Parks and Stormwater sales tax funds, in an amount not to exceed \$300,000.00, for the purpose of preparing construction design documents for mitigating flooding impacts along Walnut Creek.

Work on the design professional services project with Wilson & Company, Inc. will include development of construction documents, special provisions, and cost estimates to construct a regional detention pond along Walnut Creek, south of NW 83<sup>rd</sup> Street and north of NW 80<sup>th</sup> Street; expand culverts under NW 77<sup>th</sup> Terrace, Belvidere Parkway, NW 75<sup>th</sup> Terrace and NW 75<sup>th</sup> Street; regrade and stabilize Walnut Creek between Belvidere Parkway and Park Forest downstream of NW 75<sup>th</sup> Street.

Work on this design professional services project should be completed within 270 days following the City's issuance of the Notice to Proceed.

## Solicitation/Selection

A solicitation waiver was approved by the City Manager on November 3, 2023.

Persuant to Code of Ordinance Section 3-7(a)(3), a Specialized Waiver for Design Professional Contracts can be requested to utilize the same design professional for additional design work on subsequent phases of the same project, without a new qualification based selection process.

This waiver is requested for Wilson & Company, Inc. to provide design work on the subsequent design phase of the Milray Stoddard Flood Control project. Wilson & Company, Inc. was the original design professional on the NW Stoddard Detention – Preliminary Engineering Study in 2018.

It is in the best interest of the city to contract with Wilson & Company, Inc. to retain the historical knowledge and understanding of the project area gained from the study, therefore eliminating the time and expense needed for a new design professional to become acclimated.

## Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
AL-3624-808052-611060-82000365 = \$243,686.50  
24-3090-808052-611060-82000365= \$243,686.50  
Milray Stoddard Flood Control GO Bond 24, Capital improvement Fund
3. How does the legislation affect the current fiscal year?  
Funding was adopted with the FY23/24 budget. This ordinance allows Water Services to expend budgeted funds for their intended purpose.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Funding for construction was included in the FY25/26 Question 2 GO Bond plan adopted with the FY23/24 budget.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
The project leverages \$300,000.00 from Platte County.

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

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

**Additional Discussion (if needed)**

Click or tap here to enter text.

## Citywide Business Plan (CWBP) Impact

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

## Prior Legislation

Ordinance No. 000112 was passed by City Council on February 20, 2000, which authorized a \$62,000.00 contract with Larkin Group, Inc. related to engineering services in connection with storm drainage improvements in the vicinity of N. Stoddard and Milrey Drive.

## Service Level Impacts

Current flooding conditions create need for roadway overtopping clean up and impacts to street and drainage assets. The proposed improvements will eliminate street overtopping and reduce need to provide service at the streets that cross Walnut Creek.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
The potential health impacts include mitigating flooding which can impact private residences and create conditions for mold growth and other airborne pathogens in private homes.
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A
3. How does this legislation contribute to a sustainable Kansas City?  
Project completes a flooding mitigation project started in the early 2000's and will reduce roadway overtopping at NW 80<sup>th</sup>, NW 77<sup>th</sup> Street which will reduce future storm restoration needs reducing the city's future financial maintenance impact created by flooding events.
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)  
  
N/A  
Click or tap here to enter text.
5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.  
  
Yes - I have submitted documents for CREO Review (Press tab after selecting)  
Please attach or copy and paste CREO's review.

CREO KC established goals of 18% MBE and 8% WBE on this project.

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

No(Press tab after selecting)

[Click or tap here to enter text.](#)

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





# APPROPRIATION TRANSACTION

## CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: Water Services

BUSINESS UNIKCMBU      DATE: 11/3/2023      JOURNAL ID: \_\_\_\_\_

LEDGER GROUP:      APPROP

<u>YR</u>	<u>FUND</u>	<u>DEPT ID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>	<u>INC/DEC</u>
24	3090	808052	611060	82000365	\$ 300,000.00	INC
TOTAL						<u>#####</u>

BUSINESS UNIKCMBU      DATE: \_\_\_\_\_      JOURNAL ID: C  
 (same as above, except prefixed by a C)

LEDGER GROUP:      ADMIN      BUDGET PERIOD: \_\_\_\_\_

<u>YR</u>	<u>FUND</u>	<u>DEPT ID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>	<u>INC/DEC</u>
TOTAL						-
<u>DESCRIPTION:</u>						NET
						-

APPROVED BY: \_\_\_\_\_      DATE: \_\_\_\_\_      APPROVED BY: DEPARTMENT HEAD \_\_\_\_\_      DATE: \_\_\_\_\_

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 82000365      CONTRACT NO. 473**  
**MILRAY STODDARD FLOOD CONTROL PROJECT**  
**WATER SERVICES DEPARTMENT**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Wilson & Company, Inc. (“Design Professional”). City and Design Professional agree as follows:

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

The services to be provided under this Agreement are for the following project (Project) and purpose: **Add info here...**

**Sec. 2. Services to be performed by Design Professional.** Design Professional shall perform the following Scope of Services:

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

**Sec. 3. Term.** Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

#### Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$487,373.00, as follows:

1. ~~XXXXXX~~ for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment G**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment C**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed ~~XXXXXX~~. The following are the reimbursable expenses that City has approved: add info here...
4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of ~~XXXXXX~~ for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachment C**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City may revise the Design Professional's Basic Services defined in **Attachment A** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

#### B. Method of Payment

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series and any optional service costs. The Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

#### C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, including a breakdown of previous invoiced amounts, total contract amounts, and total of approved optional service amounts, monthly status report, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. 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 Civil Rights & Equal Opportunity (CREO KC) Department.

**Sec. 5. Notices.** All notices required by this Agreement shall be in writing and sent to the following:

**City:**

**Water Services Department**

Wes Minder, Director

4800 E. 63<sup>rd</sup> Street

Kansas City, MO 64130

Phone: (816) 513-0504

E-mail address: Wes.Minder@kcmo.org

**Design Professional:**

Wilson & Company, Inc.

**Contact:**

**Address:**

**Phone:**

**E-mail address:**

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

**Sec. 6. Merger.** This Agreement 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 Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

**Sec. 7. Conflict Between Agreement 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 Agreement, Part I will be controlling.

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. 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 Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City-Licensed Geographical Information System Data set forth in

**Attachment D**, incorporated into this Agreement.

- F. Evaluate Contractor's performance at key contractual milestones per the City's Water Service Department's (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor's Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

**Sec. 9. Attachments to Part I.** The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

**Attachment A** – Scope of Services

**Attachment B** – Electronic Format Requirements

**Attachment C** – Engineering Fee Summary and Schedule of Position Classifications

**Attachment D** - Licensed Geographical Information System Data

**Attachment E** – CREO KC Documents

1. Contractor Utilization Plan/Request for Waiver
2. Letter of Intent to Subcontract
3. Timetable for MBE/WBE Utilization
4. Request for Modification or Substitution
5. Contractor Affidavit for Final Payment
6. Subcontractor Affidavit for Final Payment

**Attachment F** – Employee Eligibility Verification Affidavit

**Attachment G** – Non-Construction Subcontractors Listing

**Attachment H** – Non-Construction Application for Payment

**Attachment I** – CREO 14 Affirmative Action Program Affidavit

**Attachment J** – CREO Contract Assurances Addendum

**Sec. 10. Subcontracting.** Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the "Subcontractor List Non-Construction," contained in **Attachment G**.

**Sec. 11. 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 Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment F**. If Design Professional 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 Design Professional'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 Civil Rights & Equal Opportunity (CREO KC) Department, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 12. Professional services certification.** Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

**Sec. 13. Effectiveness Date.** This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**DESIGN PROFESSIONAL**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

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

\_\_\_\_\_

Director of Finance

Date



## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

1. **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.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional 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 Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional 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 Agreement.

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.

Design Professional 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 court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional 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. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional 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. Contractual Liability

c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

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

Workers Compensation Statutory  
Employers Liability

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

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional 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 Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

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

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

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the

care, custody, or control of the Design Professional. If not covered under the Design Professional's liability policy, such "property" coverage of the Agency may be endorsed onto the Design Professional's Cyber Liability Policy as covered property.

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

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement 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. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability

Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

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

E. Design Professional's failure to maintain the required insurance coverage will not relieve Design Professional 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, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. 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. 4. Design Standards and Endorsement.**

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*

3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

**Sec. 5. Copyright and Ownership of Documents.**

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose

shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

**Sec. 6. 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 Design Professional: (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. 7. Compliance with Laws.**

Design Professional shall comply with all federal, state and local laws, ordinances and

regulations applicable to the work and this Agreement. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

#### **Sec. 8. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional 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 Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and 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 Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

#### **Sec. 9. Default and Remedies.**

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or

invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

#### **Sec. 10. 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 term, covenant or condition. No term, covenant, or condition of this Agreement 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 Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

#### **Sec. 11. Acceptance.**

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

#### **Sec. 12. Modification.**

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

#### **Sec. 13. Headings; Construction of Agreement.**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement 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. 14. Severability of Provisions.**

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement 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 Agreement 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. 15. Records.**

A. For purposes of this section:

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

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

B. Design Professional shall maintain and retain all Record 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 Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department administering this Agreement within ten (10) days after the written request is made.

**Sec. 16. Tax Compliance.**

Design Professional 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 Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional 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 Agreement.

**Sec. 17. Assignability and Subcontracting.**

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional 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 Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If

Design Professional shall subcontract any part of Design Professional'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 Design Professional of any of its responsibilities under the Contract, and Design Professional 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 Design Professional, 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. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

#### **Sec. 18. Conflicts of Interest.**

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, 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 Design Professional in this Agreement.

#### **Sec. 19. Conflict of Interest - Certification.**

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

#### **Sec. 20. 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 Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

#### **Sec. 21. Independent Contractor.**

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

#### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional 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). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional'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. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 23. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

**Sec. 24. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Sec. 25. Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Sec. 26. Non-Discrimination in**

**Employment.** Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Sec. 27. Ban the Box in Hiring and Promotion.** Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

Notwithstanding, Design Professional may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Sec. 28. Affirmative Action.**



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

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

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

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

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

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

**Sec. 29. Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law

(Section 290.210, RSMo – 290.340, RSMo), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

**ATTACHMENT A**  
Scope of Services  
Design Services  
NW Stoddard Drainage Improvements  
June 26, 2023

**General Scope of Services**

The purpose of this contract is to provide professional design services to develop Final Plans, Special Provisions, and Estimates for the NW Stoddard drainage improvement project. The project follows the Walnut Creek corridor and generally extends from the existing commercial development on the southwest corner of the Barry Road and I-29 intersection to 75<sup>th</sup> Street. (See Figure 1 below). The design services will follow the recommended improvements in Alternative 5 of the NW Stoddard Detention Preliminary Engineering Study (PES) that was developed for the City by Wilson & Company on June 13, 2019. The improvements include the following with appropriate subsidiary design elements directly required to construct the improvements:

- Construct a regional detention pond along Walnut Creek, south of 83rd Street and north of 80<sup>th</sup> Street.
- Expand the culverts under 77<sup>th</sup> Terrace, Belvidere Parkway, 75<sup>th</sup> Terrace, and 75<sup>th</sup> Street.
- Regrade and stabilize Walnut Creek between Belvidere Parkway and Park Forest downstream of 75<sup>th</sup> Street.

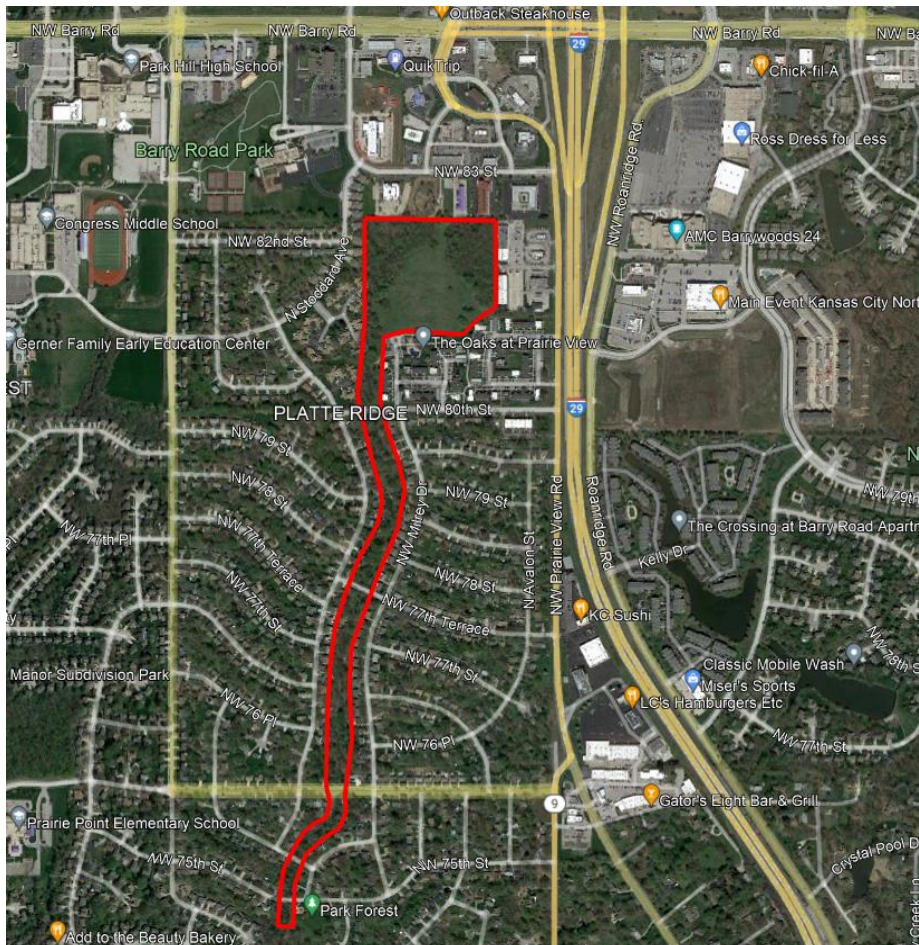


Figure 1 – Project Area

## **Detailed Scope of Services**

### **Section 1 – Field Survey / Easement Documents**

- 1.1 Wilson & Company plans on subcontracting the detailed field survey along the entire corridor.
- The subcontractor will establish the survey control network, gather topographic information, locate storm and sanitary sewer, locate property lines, and horizontally locate utilities. The detailed topographic survey will be completed in NAD 1983 State Plane Missouri West horizontal datum and NAVD88 vertical coordinate systems. All surveying and related services will meet the Minimum Standards for Property Surveys in the State of Missouri.
  - Wilson & Company's will order O&E reports from a local title company to include the ownership name, identification of any encumbrances on the property, a description of the property, and copies of deeds and any easement associated with the property. Easement document legal description and exhibit preparation associated with the storm sewer system. There are 48 properties that border the anticipated improvements that could require legal descriptions and exhibits depending on the proposed improvements impacts.

### **Section 2 – Geotechnical Investigation**

- 2.1 Engineer will subcontract all geotechnical effort for borings and laboratory testing. An anticipated 13 borings will be needed to complete the detention (5 borings) and culvert design (2 per culvert replacement). Each culvert location will have a boring on either side of the embankment to develop structural calculations. The geotechnical subcontractor will prepare a report which will include the following:
- Boring Location Plan
  - Computer generated boring logs with soil stratification based on visual soil classification
  - Subsurface exploration procedures
  - Summarized laboratory data
  - Groundwater levels observed during and after completion of drilling
  - Earthwork Recommendation for pond and roadway embankments
- The geotechnical investigations, analysis and recommendations will be completed and developed per current local and state standards.

### **Section 3 – Preliminary Plans (30% Complete)**

- 3.1 Update the hydraulic analysis for the recommended detention and culvert improvements from the PES based on the updated survey. The hydraulic analysis and culvert sizing are based on the design discharges recommended in the PES and confirmed in the preliminary design meeting.
- 3.2 Develop typical sections to be used for the design based on the geotechnical report and City recommendations for storm sewer, detention pond, and roadway sections.
- 3.3 Develop the detention pond design per PES recommendations and discussions during the project kick-off meeting.

- 3.4 Develop the horizontal and vertical alignments for the roadway, culvert and storm sewer based on the PES and discussions during the project kick-off meeting.
- 3.5 Identify areas for potential water quality features within the proposed improvement area.
- 3.6 The following plan sheets will be prepared for the preliminary plan submittal.
  - Title Sheet
  - General Layout Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Culvert / Channel Plan and Profile Sheets
  - Detention Pond Grading Sheets
  - Roadway Plan and Profile Sheets
  - Drainage Area Map
- 3.7 The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items with unit prices obtained from recent City and Wilson & Company local projects.
- 3.8 The Consultant will assist the City in preparing, submitting and communicating information for all appropriate environmental and stormwater permits associated with the proposed construction activities.

#### **Section 4 – Final Plans and Easement Documents (90% Complete)**

- 4.1 Prepare final design computations for the special design items and details associated with the storm sewer and structure elements.
- 4.2 Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.
- 4.3 Design temporary and permanent erosion control measures, when necessary.
- 4.4 Develop sidewalk and ramp at all impacted locations to meet ADA requirements, where necessary.
- 4.5 Prepare a preliminary drawing for the traffic control and construction phasing plan, when necessary.
- 4.6 Prepare cross sections at 25-foot intervals for the channel and roadway improvements. Additional cross sections will be provided at entrances, side streets, crossroad culverts, and locations of critical interest to depict cuts, fills, or special features as appropriate.
- 4.7 The following plan sheets will be prepared for the Field Check plan submittal.
  - Title Sheet
  - General Layout Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Culvert / Channel Plan and Profile Sheets
  - Detention Pond Grading Sheets
  - Roadway Plan and Profile Sheets
  - Water Quality Feature Plan Sheets (if necessary)
  - Erosion Control Sheets
  - Traffic Control and Construction Phasing Sheets
  - Drainage Area Map
  - Construction Detail Sheets
  - Cross Sections

- 4.8 The Consultant will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.
- 4.9 The Consultant will update an Opinion of Probable Construction Cost based on changes to the plans during the final design phase.

### **Section 5 – Construction Documents (100% Complete)**

- 5.1 Based on the comments received from the City during the Final Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.
- 5.2 The Consultant will update the specifications based on comments received by the City.
- 5.3 The Consultant will update an Opinion of Probable Construction Cost based on changes to the plans during the final plan phase.
- 5.4 The Consultant will submit a sealed electronic version of the construction documents to the City.

### **Section 6 – Utility Coordination**

- 6.1 Engineer will subcontract the utility coordination along the entire corridor. The subcontractor will be responsible for providing all relevant information received from each utility company after each milestone submittal is completed. The consultant anticipates at least one utility coordination meeting after the preliminary submittal to walk through the proposed improvements with the utility companies and answer any questions.

### **Section 7 – Project Meetings**

- 7.1 The Consultant will attend an in-person kick-off meeting to discuss the project schedule, specific design issues that will need to be resolved and establish the dates of future team meetings.
- 7.2 The Consultant will attend (2) in-person milestone meetings with the City after the preliminary and final plan submittal to review the submittal documents and discuss next steps in the design process.
- 7.3 The Consultant is anticipating monthly virtual project progress meetings with the City throughout the design process to discuss project progress and design features.
- 7.4 The Consultant will attend one (1) meeting with the utility companies after the preliminary plan submittal to review each of the potential utility conflicts and discuss relocations options.
- 7.5 The Consultant will attend one (1) public meeting to present the Preliminary Plans. The meeting will be held at location and in a format to be determined by the City.

### **Section 8 – Project Management and Quality Control**

- 8.1 The Consultant will prepare a Project Work Plan that covers the project contacts, design approach, design criteria, quality control procedures, schedule and other pertinent information.
- 8.2 Preparation of the monthly progress reports for the City with the invoices for City use and distribution.

- 8.3 QA/QC reviews on all milestone submittals for design calculations, construction plans, construction cost estimate, and project manual.

### **Task 9 – Bidding and Construction Related Services**

- 9.1 Answer questions during bidding process. Addendums necessary for the project will be completed by City with input from Wilson & Company.
- 9.2 The consultant shall provide the following services required in Section 00700 in the Construction General Conditions:
- Attend the pre-construction meeting;
  - Provide shop drawings, change order, and RFI reviews; and
  - Preparation of record drawings

### **Assumptions**

1. Full-size plan sheets are to be 22" x 34". US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=10' vertical. The scale of other sheets will be modified depending on the level of detail required.
2. All submittals to the City for review shall be electronic submittals.
3. Any work requested by the City that is not included in the basic services will be classified as supplemental services and require additional scope and fees prior to starting work. Supplementary services shall include, but are not limited to the following:
  - a. Changes in the scope, extent, or character of the project.
  - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
  - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
4. The environmental services and permits exclude the following:
  - a. NEPA Services
  - b. USACE Individual Permit
  - c. Environmental Field Services, including bat studies or wetland surveys
5. No FEMA LOMC process application development or submission will be provided as part of this contract.
6. No full property survey or setting of new property corners or monumentation.
7. No flagging of the proposed right-of-way and easements as part of the appraisal process
8. No design of street lighting systems.
9. No revisions or modifications to the construction plans, legal descriptions, and/ or exhibits created by negotiations between the City and the property owner during property acquisition, without a change order.
10. No construction inspection services, including the following services:
  - Provide construction management reviews
  - Provide on-site inspection
  - Provide materials testing
  - Review pay applications
  - Final inspection and letter of acceptance

### **City Responsibilities**

1. Provide list of property owner names and addresses of affected tracts. The Consultant will use the information for sending letters to each of the property

owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information.

2. Provide the Consultant with copies of all plats adjacent to the project in \*.tif format or hard copy as available.
3. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
4. Notify all property owners along the project and other interested parties of any public meetings.
5. Acquire all proposed right-of-way and easements, if required.
6. Obtain all necessary permits from the State or Federal agencies.



**ATTACHMENT B**  
**ELECTRONIC DATA REQUIREMENTS**

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

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

**B. Contract Information Management System - Project Web Requirements**

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant’s personnel.

4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
  - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
  - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

#### **C. Electronic File Requirements – Closeout**

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

#### **D. Project Management Communications - Construction**

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City’s software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial user’s fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City’s software service provider at their own expense.
4. Support: City’s software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City’s software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties’ obligations and rights for copyright or document ownership

2 of 4

as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
  - a. Individuals may use the User Application included in these specifications or may request the User Application.
  - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
  - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

## **E. KC Water Digital Data Submittal Standard**

### **Purpose**

In an effort to streamline the process of updating KC Water’s Geographic Information System (GIS), KC Water is requiring digital copies of the “Approved for Construction” drawings and “Construction Record Drawings”.

Information is to be provided in a format that adheres to the requirements outlined below.

### **1. Required Submittals Types**

#### **a. Approved for Construction Drawings**

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager.

CAD and PDF files shall be provided along with a hard copy of the record drawings.

If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water’s project manager at the start of the project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

### **2. Submittal Specifications**

3 of 4

- a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
- b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
- c. In the case of an incomplete submission the digital copies may be returned for correction with comments.

**3. Questions/Technical Support**

- a. In the instance of a technical error, question, or discrepancy in the process please contact:

GIS Manager  
Water.GIS@kcmo.org

**4. CAD Layers and Object Data Tables:**

The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

For a list of the required CAD layers, object data tables, and attribute codes, please reference the current version at the time of contract award of the Kansas City Water Services Department (KCWSD) CAD Design Standards and Specifications.



**ATTACHMENT C  
FEE ESTIMATE WORKSHEET**

Proj.: NW Stoddard Drainage Improvements  
 By: CDLoughman  
 Date: June 26, 2021  
 Client: City of Kansas City Water Services  
 Notes: Design Services

Fee Reviewed by  
 JCKlaudt  
 Date:  
 06/26/21  
 TASK CODE  
 WCI CLASS

TASK ID.	WORK TASK DESCRIPTION	ESTIMATED MANHOURS							TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE	
		P7 QA/QC Manager	P6 Structural Engineer	P5 Project Manager	P3 Project Engineer	PD3 CADD Designer	FS6 Survey Manager	FS5 Survey Crew Chief					FS4 Surveyor
<b>TASK 01 - DATA COLLECTION AND FIELD SURVEY</b>													
1.1	Field Survey / Easement Documents			40					40.00	\$ 6,680.00	\$ 90,000.00	\$ 96,680.00	
	Subtotal	0	0	40	0	0	0	0	40.00	\$ 6,680.00	\$ 90,000.00	\$ 96,680.00	
<b>TASK 02 - GEOTECHNICAL INVESTIGATION</b>													
2.1	Geotechnical Investigation	2		16			1	8	35.00	\$ 4,272.00	\$ 30,000.00	\$ 34,272.00	
	Subtotal	2	0	16	0	0	1	8	35.00	\$ 4,272.00	\$ 30,000.00	\$ 34,272.00	
<b>TASK 03 - PRELIMINARY PLANS</b>													
3.1	Update Hydraulic Analysis			20	120				140.00	\$ 17,140.00	\$ -	\$ 17,140.00	
3.2	Develop Typical Sections			4	24				28.00	\$ 3,428.00	\$ -	\$ 3,428.00	
3.3	Develop Detention Pond			40	160				200.00	\$ 25,080.00	\$ -	\$ 25,080.00	
3.4	Develop Roadway / Culvert / Storm Sewer			40	160				200.00	\$ 25,080.00	\$ -	\$ 25,080.00	
3.5	Develop Water Quality Concept			4	24				28.00	\$ 3,428.00	\$ -	\$ 3,428.00	
3.6	Prepare Preliminary Plans			32	240	160			432.00	\$ 48,304.00	\$ -	\$ 48,304.00	
3.7	Prepare Construction Cost Estimate			8	32	20			60.00	\$ 6,936.00	\$ -	\$ 6,936.00	
3.8	Develop Environmental Permit Documents			16	40				56.00	\$ 7,272.00	\$ -	\$ 7,272.00	
	Subtotal	0	0	164	800	180	0	0	1,144.00	\$ 136,668.00	\$ -	\$ 136,668.00	
<b>PHASE 04 - FINAL PLANS AND EASEMENT DOCUMENTS</b>													
4.1	Prepare Final Design Calculations		80	16					96.00	\$ 2,672.00	\$ -	\$ 2,672.00	
4.2	Revise Preliminary Plans Based on City Comments			40	160	80			280.00	\$ 32,760.00	\$ -	\$ 32,760.00	
4.3	Identify Easement Legal Descriptions and Exhibits			2		24	16		42.00	\$ 4,238.00	\$ -	\$ 4,238.00	
4.4	Develop Erosion Control Plans			4	16	40			60.00	\$ 6,348.00	\$ -	\$ 6,348.00	
4.5	Develop Sidewalk and Ramps Details			16	40	40			96.00	\$ 11,112.00	\$ -	\$ 11,112.00	
4.6	Develop Traffic Control Plans			4	32				36.00	\$ 4,348.00	\$ -	\$ 4,348.00	
4.7	Develop Cross Sections			8	40	120			168.00	\$ 17,456.00	\$ -	\$ 17,456.00	
4.8	Prepare Final Plans			40	160	120			320.00	\$ 36,600.00	\$ -	\$ 36,600.00	
4.9	Develop Project Manual			20	32				52.00	\$ 7,020.00	\$ -	\$ 7,020.00	
4.10	Revise Construction Cost Estimate Based on City Comments			2	20	16			38.00	\$ 4,170.00	\$ -	\$ 4,170.00	
	Subtotal	0	80	152	500	440	16	0	1,188.00	\$ 126,724.00	\$ -	\$ 126,724.00	
<b>PHASE 05 - CONSTRUCTION DOCUMENTS</b>													
5.1	Revise Final Plans Based on City Comments		8	20	120	40			188.00	\$ 20,980.00	\$ -	\$ 20,980.00	
5.2	Revise Project Manual Based on City Comments			16	8				24.00	\$ 3,592.00	\$ -	\$ 3,592.00	
5.3	Revise Construction Cost Estimate Based on City Comments			2	16				18.00	\$ 2,174.00	\$ -	\$ 2,174.00	
5.4	Submit Construction Documents			1					1.00	\$ 167.00	\$ -	\$ 167.00	
	Subtotal	0	8	39	144	40	0	0	231.00	\$ 26,913.00	\$ -	\$ 26,913.00	
<b>PHASE 06 - UTILITY COORDINATION</b>													
6.1	Utility Coordination			16					16.00	\$ 2,672.00	\$ 10,000.00	\$ 12,672.00	
	Subtotal	0	0	16	0	0	0	0	16.00	\$ 2,672.00	\$ 10,000.00	\$ 12,672.00	
<b>PHASE 07 - PROJECT MEETINGS</b>													
7.1	Attend Project Kick-Off Meeting			2	2				4.00	\$ 564.00	\$ 64.00	\$ 628.00	
7.2	Attend Review Meetings (2)			4	4				8.00	\$ 1,128.00	\$ 128.00	\$ 1,256.00	
7.3	Attend Project Progress Meetings			12	12				24.00	\$ 3,384.00	\$ -	\$ 3,384.00	
7.4	Attend Utility Meeting			2	2				4.00	\$ 564.00	\$ 64.00	\$ 628.00	
7.5	Attend Public Meeting			4	4				8.00	\$ 1,128.00	\$ 64.00	\$ 1,192.00	
	Subtotal	0	0	24	24	0	0	0	48.00	\$ 6,768.00	\$ 320.00	\$ 7,088.00	
<b>PHASE 08 - PROJECT MANAGEMENT and QUALITY CONTROL</b>													
8.1	Prepare Project Work Plan	1		8	4				13.00	\$ 2,036.00	\$ -	\$ 2,036.00	
8.2	Project Management and Coordination			40	8				48.00	\$ 7,600.00	\$ -	\$ 7,600.00	
8.3	Quality Control Reviews	40		16					56.00	\$ 12,272.00	\$ -	\$ 12,272.00	
	Subtotal	41	0	64	12	0	0	0	117.00	\$ 21,908.00	\$ -	\$ 21,908.00	
<b>PHASE 09 -</b>													
9.1	Bidding Related Services			20	40				60.00	\$ 7,940.00	\$ -	\$ 7,940.00	
9.2	Construction Related Services			20	80	40			140.00	\$ 16,380.00	\$ 128.00	\$ 16,508.00	
	Subtotal	0		40	120	40	0	0	200.00	\$ 24,320.00	\$ 128.00	\$ 24,448.00	
<b>TOTALS</b>		<b>43</b>	<b>88</b>	<b>555</b>	<b>1600</b>	<b>700</b>	<b>17</b>	<b>8</b>	<b>8</b>	<b>3,019.00</b>	<b>\$ 356,925.00</b>	<b>\$ 130,448.00</b>	<b>\$ 487,373.00</b>

## ATTACHMENT D

### 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.

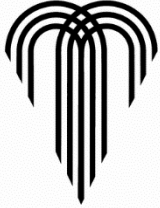
**Modifications.** Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

# **ATTACHMENT E**

## **CREO KC DOCUMENTS**

1. Contractor Utilization Plan & Request for Waiver
2. Letter of Intent to Subcontract
3. Timetable for MWB/WBE Utilization
4. Request for Modification or Substitution
5. Contractor Affidavit for Final Payment
6. Subcontractor Affidavit for Final Payment





# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
Department

\_\_\_\_\_  
(Bidder/Proposer)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

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

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

| **BIDDER/PROPOSER PARTICIPATION:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE

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

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

| Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_



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

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

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

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

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

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

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

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



\_\_\_\_\_

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

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

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

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

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



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

Bidder/Proposer primary contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title \_\_\_\_\_  
 Project Location/Number \_\_\_\_\_

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

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

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

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

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

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

(1) Company name: \_\_\_\_\_

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

Primary contact: \_\_\_\_\_  
Name Phone

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

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

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_





**TIMETABLE FOR MBE/WBE UTILIZATION**

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

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

**ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**

*(Check one only)*

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

Throughout \_\_\_\_\_ Beginning 1/3 \_\_\_\_\_  
 Middle 1/3 \_\_\_\_\_ Final 1/3 \_\_\_\_\_  
 Beginning 1/3 \_\_\_\_\_% Middle 1/3 \_\_\_\_\_% Final 1/3 \_\_\_\_\_%

**PLEASE NOTE:** Any changes in this timetable require approval of the Civil Rights & Equal Opportunity Department in advance of the change.

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

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Position with Firm)

\_\_\_\_\_  
 (Date)





# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

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

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

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

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

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

### TO

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

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

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





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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder/Proposer/Contractor)

By: \_\_\_\_\_  
(Authorized Representative)





# CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

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

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

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

3 (✓) \_\_\_ Prevailing wage does not apply; or

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

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

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

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

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

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

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

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

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

My commission expires:

\_\_\_\_\_  
Notary Public



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

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

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

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

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

City Certified MBE WBE DBE NA  
List certifications:

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

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

By: \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Print Name)  
 \_\_\_\_\_  
 (Date)

**NOTARY**

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

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**ATTACHMENT F**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

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

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

\_\_\_\_\_  
Affiant's signature

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

\_\_\_\_\_  
Notary Public

My Commission expires:

# ATTACHMENT G

## 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: \_\_\_\_\_



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

**ATTACHMENT H**

**Project Number** \_\_\_\_\_  
**Contract Number** \_\_\_\_\_  
**Project Title** \_\_\_\_\_

Application Number: \_\_\_\_\_ Final Payment   
 Ordinance Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 City PO Number: \_\_\_\_\_ Ordinance Date: \_\_\_\_\_

**Design Professional/Contractor:**

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

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

**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 First 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: \_\_\_\_\_



**ATTACHMENT I**

**AFFIRMATIVE ACTION PROGRAM AFFIDAVIT**

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

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

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

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

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

I hereby additionally swear or affirm that the business entity shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of the City’s Code of Ordinances.

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

\_\_\_\_\_  
Affiant's signature

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

\_\_\_\_\_  
Notary Public

My Commission expires:

**Civil Rights and Equal Opportunity  
Department Civil Rights and Wage Assurances**

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

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

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

**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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**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.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

CREO Form 3  
Rev. 3.22.2023



## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled 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.

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

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

**COOPERATIVE AGREEMENT**  
**between the**  
**County of Platte and the City of Kansas City**  
**for the**  
**Design and Development, and**  
**Management of the Milray-Stoddard Storm water Improvements**

This Cooperative Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, is by and between Platte County, Missouri, a county of the first classification, hereinafter referred to as “County” and the City of Kansas City, Missouri, hereinafter referred to as “City”.

WHEREAS, Walnut Creek, a tributary of Rush Creek which generally parallels Stoddard Ave, has been impacted by increased runoff and surrounding development patterns; and

WHEREAS, the creek runs north to south and is bounded on the north NW 83<sup>rd</sup> Street and the south and the by NW 73<sup>rd</sup> Street; and

WHEREAS, the City completed an initial phase of the project in the mid-2000’s but did not complete the entire flood control mitigation due to a lack of funding; and

WHEREAS, neighbors along this section of creek complain of stream bank erosion, property flooding, roadway flooding, and damage to utilities; and

WHEREAS, multiple studies have been completed to look at possible solutions to the problems along this section of creek with the most recent being the NW Stoddard Detention Preliminary Engineering Study completed by Wilson and Company for the City dated June 13, 2019; and

WHEREAS, with the approval for Committee Substitute for Resolution 220937, the 2024-2028 Citywide Business Plan was approved which included the Submitted FY 2024-2025 GOKC Bond Five Year Plan which included funding in FY 2025-2026 to complete the remaining flood control mitigation for the Milray-Stoddard area of Walnut Creek; and

WHEREAS, parties seek to address these issues via an agreed upon project which addresses, as best possible, the impacts of stormwater runoff along this section of creek and the County is willing to help accelerate the engineering for the improvements with a contribution from its parks and storm water tax

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby mutually agree as follows:

Agreement

**PART I : SPECIFIC TERMS AND CONDITIONS**

1. **Scope of Agreement.** The purpose of this Agreement is to provide for a cooperative effort between CITY and COUNTY whereby COUNTY will provide Parks and Storm water sales tax funds, subject to the terms and conditions set forth herein, in an amount

not to exceed \$300,000.00 (three hundred thousand dollars) for the purpose of preparing construction design documents for mitigating flooding impacts along Walnut Creek.

2. **Definitions.** Unless otherwise specified in this Agreement, the following words have the meanings indicated herein, which are applicable to both the singular and plural thereof:

- A. DESIGN PROFESSIONAL means any architect or engineer hired by CITY to perform design services for the project.
- B. PROJECT means the design and construction of the improvements described more specifically in Section I.4.B.

3. **Obligations of COUNTY.** COUNTY agrees to:

- A. FINANCIAL. COUNTY shall remit to CITY, within 90 days upon approval of this Agreement a portion of the COUNTY'S ten-year quarter-cent sales tax for stormwater, parks and recreation, subject to appropriation, ½ of the total cost of Design Professional Contract and easement acquisition. The COUNTY'S contribution for design or easement acquisition shall not exceed \$300,000.
- B. COOPERATION. Comply with all other requirements applicable to CITY as set forth in this Cooperative Agreement.
- C. PLAN REVIEW. The COUNTY shall have two weeks to review plans and make comments to CITY upon receipt of the plans at the following stages of completion:
  - i. Preliminary
  - ii. Draft
  - iii. Draft Final
  - iv. Final for Construction
- D. COUNTY FEES. COUNTY shall assess no fees, taxes, levies or any other costs associated with this project to the COUNTY or any engineer, CONTRACTOR or representative employed by the COUNTY for any project related services pursuant to this Agreement.

4. **Obligations of CITY.** CITY agrees to:

- A. FINANCIAL. CITY, upon approval of this Agreement shall:
  - i. Agree to accept the sum of \$300,000.00 (three hundred thousand dollars) from COUNTY and maintain the same intact to be spent exclusively on the additional design and the management of the specific design project and any easement acquisitions set forth in this Agreement. The City will manage the project and pay all costs, including any cost overruns, not funded by the County.
  - ii. Use the sum contributed by COUNTY to enter into Agreement with Wilson and Company, Inc, (hereinafter referred to as "WILSON"), previously selected by CITY, to complete the engineering design for the

Project. Negotiate an appropriate scope of services and fee with WILSON and approve a contract for services. The County and the City will agree to a project scope prior to executing the DESIGN PROFESSIONAL contract.

- iii. The deliverables will include the necessary construction documents for the CITY or the COUNTY, if funds are available to construct the improvements, to amend this Agreement to bid the project.
- iv. Return to the County the sum of \$300,000.00 if the construction of the project is not completed May 1, 2027. The City will complete the refund by August 1, 2027.

B. PLAN DEVELOPMENT. CITY shall provide project management over the design of the following specific improvements located within the corporate limits of CITY:

Improvements to reduce flooding along Walnut Creek which potentially includes a regional stormwater detention basin at roughly 8199 NW Milray Drive and replacement or improvements to culvert crossings at NW 80th Street, NW 77th Terrace, NW Belvidere Parkway, NW 75th Terrace, and NW 75th Street including with the goal of reducing the flooding endangering homes along North Milray Drive and North Stoddard Avenue north of NW 73<sup>rd</sup> Street.

C. DESIGN STANDARDS. Ensure that all plans, drawings and specifications conform to CITY'S standards for storm sewers and street and utility design, subject to CITY'S right to issue variances to these standards as it deems necessary with regard to the improvements.

D. DESIGN APPROVAL. Allow COUNTY opportunity to approve or deny the plans, drawings and specifications prior to construction of the improvement.

E. PROJECT ACCOUNTING. Upon completion of the project, CITY shall provide to COUNTY an accounting of engineering invoices identifying that the funds contributed by COUNTY herein were spent in accordance with the terms of this Cooperative Agreement.

F. ADDITIONAL RIGHT-OF-WAY. CITY shall be responsible for acquiring additional right-of-way as needed to construct improvements located within CITY.

G. MAINTENANCE OF IMPROVEMENTS AND RIGHT-OF-WAY. Upon both parties final acceptance of the project, CITY shall be responsible for maintenance of all stormwater related improvements and of all right-of-way located within the City limits of CITY.



## **Part II GENERAL TERMS AND CONDITIONS**

1. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.
2. **Waiver.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. CITY and the COUNTY reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise all its rights and remedies under this Agreement irrespective of any waiver granted.
3. **Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.
4. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement 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.
5. **Severability of Provisions.** Except as specifically provided in this Agreement, all the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement 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 Agreement 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.
6. **Audit.** CITY and COUNTY shall have the right to audit this Agreement and all books, documents and records relating thereto. CITY and COUNTY shall maintain all their respective books, documents and records relating to this Agreement during the contract period and for three (3) years after the date of final payment. The books, documents and records shall be made available to the CITY or COUNTY within ten (10) days after the

written request is made. COUNTY shall require its CONTRACTOR to comply with this provision in connection with services performed on the Project.

7. **Assignment.** Neither CITY nor COUNTY shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance. Any attempted sale, assignment, transfer, or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this Agreement but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer, or conveyance, unless specifically stated to the contrary in the consent, it shall not release or discharge the party receiving consent from any duty or responsibility set forth in the Agreement.
8. **Conflicts of Interest.** CITY, COUNTY, WILSON and any DESIGN PROFESSIONAL to the CITY shall certify that no officer or employee has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no 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 CITY or COUNTY or its design professional in this Agreement.
9. **No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.
10. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided neither party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.
11. **Representations.** CITY and COUNTY certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.
12. **Recording.** Upon the effective date of this Agreement, this Agreement shall be recorded by CITY in the Office of the Recorder, Platte County, Missouri.
13. **Notices.** All notices required by this Cooperative Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:  
CITY: Director of Water Services  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130

COUNTY: Director of Planning and Zoning  
Platte County Administration Building  
415 Third St., Room 016  
Platte City, MO 64079

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

14. **General Indemnification.** CITY'S contracts with every person or entity receiving any portion of the funds provided by CITY herein shall require such persons or entities to defend, indemnify, and hold harmless CITY and any of its agencies, officials, officers and 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 caused in whole or in part by such person's or entities' employees, agents, or CONTRACTORS, or others for whom such person or entity is legally liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers or employees.
15. **Indemnification for Professional Negligence.** CITY'S contracts with every design professional(s) shall cause such design professional(s) to 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, but only to the extent caused by the negligent acts, efforts, or omissions of such design professional(s), their employees, agents or others for whom such design professional(s) are legally liable, in the performance of professional services rendered in conjunction with the Project. Such design professional(s) are not obligated under this section to indemnify CITY for the negligent acts of CITY and any of its agencies, officials, officers, or employees.
16. **Insurance.** CITY shall require every person or entity with whom it contracts and who will receive any portion of the funds provided by CITY herein to procure and maintain, in effect throughout the duration of this Cooperative Agreement, insurance coverage not less than the types and amounts specified below. CITY shall further require, and shall ensure that, CITY is named as an additional insured and shall provide to CITY a certificate of insurance, or its equivalent, demonstrating the same.
  - A. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - i. Severability of Interests Coverage applying to Additional Insured's
  - B. Contractual Liability:
    - i. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - ii. No Contractual Liability Limitation Endorsement
    - iii. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

- C. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
  - i. Workers' Compensation: Statutory
  - ii. Employers' Liability with limits of: \$100,000 each accident
  - iii. 500,000 disease –policy limit
  - iv. \$100,000 disease each employee
- D. Commercial Automobile Liability Insurance: with a limit of \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project.
- E. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.

Regardless of any approval by CITY, it is the responsibility of CITY and every person or entity receiving any portion of the funds provided by CITY herein to maintain the required insurance coverage in force always. The failure to ensure that the proper insurance is maintained in effect will not relieve COUNTY of any contractual obligation or responsibility. In the event COUNTY fails to ensure that the required insurance is maintained in effect, CITY may order that the Project immediately stop and, upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Cooperative Agreement as provided for herein and by law.

17. **Bonding.** CITY shall require every person or entity with whom it contracts and who will receive any portion of the funds provided by COUNTY herein to furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to their respective contract price as security for the faithful performance and payment of all CONTRACTOR's and design professional's obligations. The bonds shall remain in effect at least until one (1) year after the date when final payment of the respective contract becomes due. All such bonds shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri to issue bonds or insurance policies for the limits and coverage's so required. The surety and insurance company shall meet the following minimum requirements:
- A. Surety for contracts in excess of \$200,000, A.M. Best rating of B+, V, or better;
  - B. Surety for contracts less than or equal to \$200,000, qualified to issue bonds to amounts specified in the U.S. Department of Treasury Circular 570;
  - C. For companies providing insurance, A.M. Best rating of B+, V, or better.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

**PLATTE COUNTY, MISSOURI**

**ATTEST TO:**

**GLADSTONE, MISSOURI**

By: \_\_\_\_\_  
Jera Pruitt, County Clerk

By: \_\_\_\_\_  
Scott Fricker, Presiding Commissioner

**Approved as to form:**

By: \_\_\_\_\_  
County Counselor

State of Missouri     )  
                                  )ss  
County of Platte     )

**BE IT REMEMBERED**, that on this \_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came **Scott Fricker, Presiding Commissioner** of Platte County, Missouri, a chartered county duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **Jera Pruitt, County Clerk**, of Platte County, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

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

\_\_\_\_\_  
Notary Public

My commission expires:

**CITY OF KANSAS CITY, MISSOURI**

**ATTEST TO:**

By: \_\_\_\_\_  
Marilyn Sanders, City Clerk

By: \_\_\_\_\_  
Wes Minder, P.E.  
Director of Water Services

**Approved as to form:**

By: \_\_\_\_\_  
City Attorney

State of Missouri     )  
                                  )ss  
County of Jackson    )

**BE IT REMEMBERED**, that on this \_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came **Wes Minder P.E., Director of Water Services** of Kansas City, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **Marilyn Sanders, City Clerk**, of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

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

\_\_\_\_\_  
Notary Public

My commission expires:



# ORDINANCE NO. 230965

## Milray Stoddard Storm Water Improvements/Flood Control Project

Estimating revenue in the amount of \$300,000.00 in the Capital Improvements Fund; appropriating this amount to the Milray Stoddard Flood Control account; authorizing a Cooperative Agreement with Platte County, Missouri for the Design and Development, and Management of the Milray-Stoddard Storm Water Improvements; and authorizing a \$487,373.00 contract with Wilson and Company, Inc., for the design of the Milray Stoddard Flood Control project.

November 29, 2023

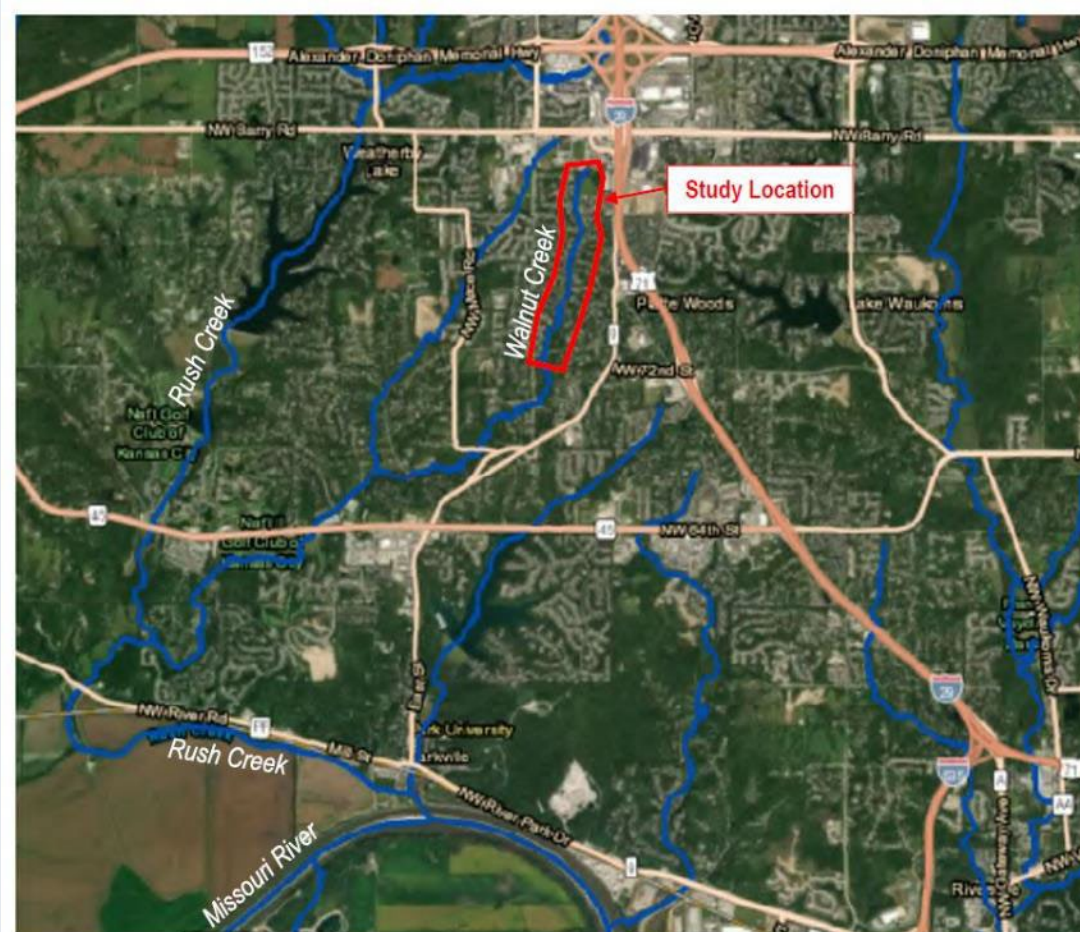
Transportation, Infrastructure & Operations  
Committee





# ORDINANCE NO. 230965

Milray Stoddard  
Storm Water  
Improvements  
Study Location



# ORDINANCE NO. 230965

## Milray Stoddard Concept Plan

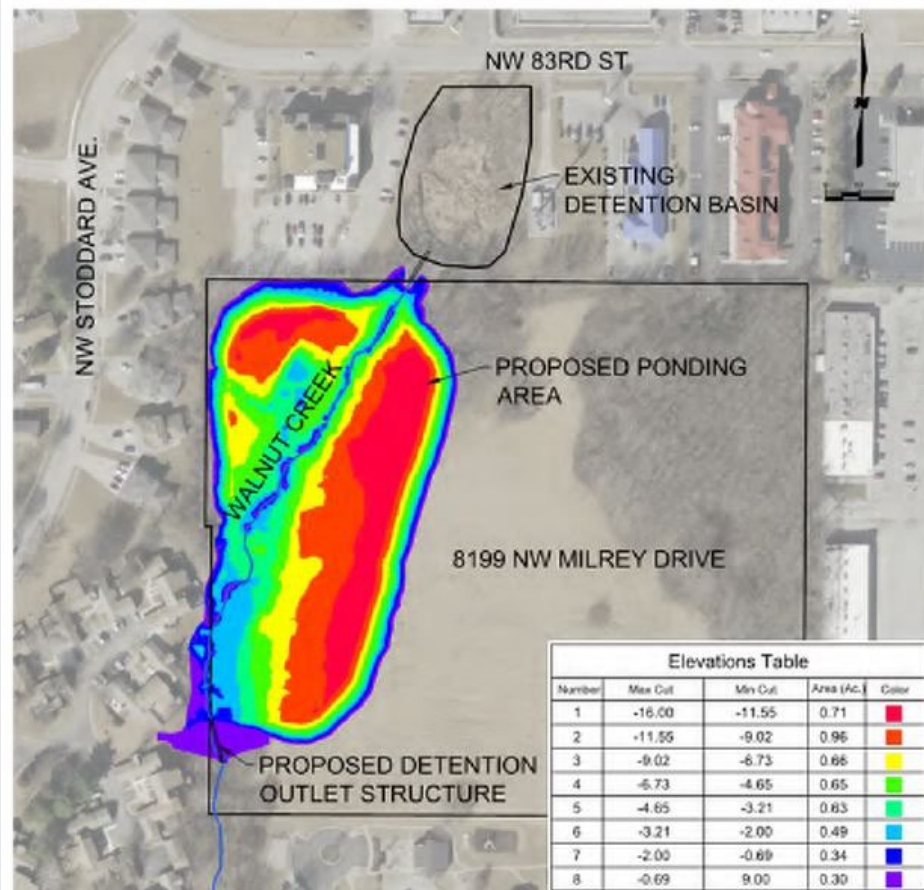


Figure 11. Proposed Detention Concept.

THANK YOU



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**File #: 230975**

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ORDINANCE NO. 230975

Sponsor: Director of Water Services Department

Authorizing the Director of Water Services Department to execute an Option to Purchase Agreement between Hunt Midwest Properties, L.L.C. and the City of Kansas City, Missouri, through its Water Services Department, for the Todd Creek Facility Land Acquisition; authorizing the expenditure of \$799,058.00 by the Director of the Water Services Department to fulfill such contract; authorizing the Director of Finance to accept a Special Warranty Deed or similar conveyance of real property for the Todd Creek Facility; directing the City Clerk to record a certified copy of this ordinance with the Platte County, Missouri Recorder of Deeds; and recognizing this ordinance as having an accelerated effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute an Option to Purchase Agreement in the amount of \$799,058.00 with Hunt Midwest Properties, L.L.C., for the Todd Creek Facility Land Acquisition under Project No. 81000985. A copy of the agreement is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$799,058.00 from Account No. 24-8110-807778-631980-81000985, Sewer Treatment Facilities, to satisfy the cost of this contract.

Section 3. That the Director of the Finance is authorized to accept a Special Warranty Deed, for the land described as follows:

A tract of land located in the Southwest Quarter of Section Thirty-six (S36), Township Fifty-three North (T53N), Range Thirty-four West (R34W) of the Fifth Principal Meridian (5th P.M.), located in the County of Platte, State of Missouri and located in the City of Kansas City, County of Platte, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016442, December 16, 2022 as follows:

Commencing at the Southeast corner of the Southwest Quarter, thence North 89°41'59" West, along the South line of said Southwest Quarter, 101.67 feet to the point of beginning, said point of beginning is also the center line of North Todd Creek Road.

From the point of beginning, continuing along said South line, North 89°41'59" West, 1916.22 feet; thence departing said South line, North 29°24'46" East, 206.25 feet; thence North 74°15'11" East, 594.38 feet; thence North 01°00'23" East, 900.00 feet; thence South 89°40'33" East, 1336.08 feet to the center line of North Todd Creek Road; thence South 00°20'23" West, along said center line, 831.58 feet; thence South 42°22'21" West, along said center line, 106.67 feet; thence southwesterly, continuing along said center line, along a non-tangent curve to the left having an arc length of 75.51 feet, a radius of 125.00 feet, a delta angle of 34°36'40", and a chord that bears South 25°04'01" West, 74.37 feet; thence South 07°45'44" West, along said center line, 176.33 feet; thence southeasterly, continuing along said center line, along a tangent curve to the left having an arc length of 96.11 feet, a radius of 125.00 feet, a delta angle of 44°03'09", and a chord that bears South 14°15'50" East, 93.76 feet to the point of beginning, containing 1,789,684 square feet or 41.085 acres, said tract being subject to county and city road right-of-way along its east boundary. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above Bethany Falls Ledge of Limestone rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88).

AND

A tract of land located in the Northwest Quarter of Section One (SO1), Township Fifty-two North (T52N), Range Thirty-four West (R34W) of the Fifth Principal Meridian (5th P.M.), all in the County of Platte, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016422, December 16, 2022 as follows:

Beginning at the Northeast corner of the Northwest Quarter, thence South 00°27'19" West, along the East line of said Northwest Quarter, 173.74 feet to the center line of NW 144th Street; thence South 79°54'02" West, along said center line, 259.34 feet; thence southwesterly, continuing along said center line, along a tangent curve to the left having an arc length of 85.75 feet, a radius of 124.77 feet, a delta angle of 39°22'38", and a chord that bears South 60°12'43" West, 84.07 feet; thence continuing along said center line, South 40°31'21" West, 282.48 feet; thence southwesterly, continuing along said center line, along a tangent curve to the right having an arc length of 76.59 feet, a radius of 226.62 feet, a delta angle of 19°21'51", and a chord that bears South 50°12'17" West, 76.23 feet; thence continuing along said center line, South 59°53'12" West, 185.06 feet; thence westerly, continuing along said center line, along a tangent curve to the right having an arc length of 77.37 feet, a radius of 117.42 feet, a delta angle of 37°45'11", and a chord that bears South 78°45'48" West, 75.98 feet; thence continuing along said center line, North 82°21'43" West, 585.40 feet; thence northwesterly, continuing along said center line, along a tangent curve to the right having an arc length of 56.68 feet, a radius of 121.67 feet, a delta angle of 26°41'29", and a chord that bears North 69°00'58" West, 56.17 feet; thence continuing along said center line, North 55°40'09" West, 558.28 feet; thence

northwesterly, continuing along said center line, along a tangent curve to the right having an arc length of 27.34 feet, a radius of 180.00 feet, a delta angle of 08°42'09", and a chord that bears North 51°19'04" West. 27.31 feet; thence continuing along said center line, North 46°57'59" West, 312.94 feet to a point on the North line of said Northwest Quarter; thence, departing said center line South 89°41'59" East, along said North line, 2150.15 feet to the point of beginning, containing 887,770, square feet or 20.380 acres, said tract being subject to city road right-of-way along its southern boundary. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above Bethany Falls Ledge of Limestone rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88).

Section 4. That the City Clerk is directed to record a certified copy of this ordinance with the Platte County, Missouri Recorder of Deeds.

Section 5. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

..end

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

---

Tammy L. Queen  
Director of Finance

Approved as to form:

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Abigail Judah  
Assistant City Attorney





# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230975

Submitted Department/Preparer: Water

Revised 11/01/23

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

### Executive Summary

Authorizing a \$799,058.00 Option to Purchase Agreement between Hunt Midwest Properties, L.L.C. and the City of Kansas City, Missouri, through its Water Services Department, for the Todd Creek Facility Land Acquisition; and recognizing this ordinance as having an accelerated effective date.

### Discussion

#### Project Justification

To accommodate growth in the Todd Creek and Second Creek watersheds, implement biological nutrient removal to address more stringent water quality requirements and to meet the service level commitments in this area for the wastewater utility a new Todd Creek WWTP will be necessary. This land purchase will be the location of a new Todd Creek WWTP and will have enough land available for the full 70,000 people buildout of the watersheds. Additionally, this land will be outside of the floodplain reducing the risks to City Assets.

#### Project Description

The City of Kansas City, Missouri, through its Water Services Department, is seeking to purchase land in the following location in Platte County, Missouri for the purpose of...

A tract of land located in the Southwest Quarter of Section Thirty-six (S36), Township Fifty-three North (T53N), Range Thirty-four West (R34W) of the Fifth Principal Meridian (5th P.M.), located in the County of Platte, State of Missouri and located in the City of Kansas City, County of Platte, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016442, December 16, 2022 as follows:

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From the point of beginning, continuing along said South line, North 89°41 '59" West, 1916.22 feet; thence departing said South line, North 29°24'46" East, 206.25 feet; thence North 74°15'11" East, 594.38 feet; thence North 01°00'23" East, 900.00 feet; thence South 89°40'33" East, 1336.08 feet to the center line of North Todd Creek Road; thence South 00°20'23" West, along said center line, 831.58 feet; thence South 42°22'21" West, along said center line, 106.67 feet; thence southwesterly, continuing along said center line, along a non-tangent curve to the left having an arc length of 75.51 feet, a radius of 125.00 feet, a delta angle of 34°36'40", and a chord that bears South 25°04'01" West, 74.37 feet; thence South 07°45'44" West, along said center line, 176.33 feet; thence southeasterly, continuing along said center line, along a tangent curve to the left having an arc length of 96.11 feet, a radius of 125.00 feet, a delta angle of 44°03 '09", and a chord that bears South 14°15'50" East, 93.76 feet to the point of beginning, containing 1,789,684 square feet or 41.085 acres, said tract being subject to county and city road right-of-way along its east boundary. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above Bethany Falls Ledge of Limestone rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88).

AND

A tract of land located in the Northwest Quarter of Section One (SO1), Township Fifty-two North (T52N), Range Thirty-four West (R34W) of the Fifth Principal Meridian (5th P.M.), all in the County of Platte, State of Missouri, more particularly described by Randy G. Zerr, Missouri PLS-2018016422, December 16, 2022 as follows:

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and a chord that bears North 69°00'58" West, 56.17 feet; thence continuing along said center line, North 55°40'09" West. 558.28 feet; thence northwesterly, continuing along said center line, along a tangent curve to the right having an arc length of 27.34 feet, a radius of 180.00 feet, a delta angle of 08°42'09", and a chord that bears North 51°19'04" West. 27.31 feet; thence continuing along said center line, North 46°57'59" West, 312.94 feet to a point on the North line of said Northwest Quarter; thence, departing said center line South 89°41'59" East, along said North line, 2150.15 feet to the point of beginning, containing 887,770, square feet or 20.380 acres, said tract being subject to city road right-of-way along its southern boundary. All lying above the Winterset Ledge of Limestone Rock. In areas where the Winterset Ledge is absent, all lying above Bethany Falls Ledge of Limestone rock. In areas where the Bethany Falls Ledge is absent, all lying above the Elevation 720 (NAVD88).

For purposes of clarity, the Property Interests do **not** include any real property leased to Martin Marietta Kansas City, LLC, a Delaware limited liability company ("MM Kansas City"), including, without limitation areas lying below the top of the Winterset Ledge of limestone rock or in areas where the Winterset Ledge is absent, lying at or below Elevation 720 (NAVD 88), pursuant to that certain Amended and Restated Ground Lease Agreement by and among Martin Marietta Materials, Inc., a North Carolina corporation, Hunt Midwest Mining, Inc., a Missouri corporation, Hunt Midwest Real Estate Development, Inc., a Missouri corporation, Grantor and MC Winan Road, LLC, a Missouri limited liability company, collectively as landlord, and MM Kansas City, as tenant, as amended from time to time (collectively the "Ground Lease"). The real property leased to MM Kansas City pursuant to the Ground Lease (the "Leased Property") shall be retained by Grantor and shall not be transferred to City. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the Leased Property is part of the subsurface beneath the surface of the Property Interests and that Grantor has granted to MM Kansas City certain mining rights, with respect to the Leased Property, which is part of the subsurface beneath the surface of the Property Interests.

**Fiscal Impact**

- 1. Is this legislation included in the adopted budget?  Yes     No
- 2. What is the funding source?  
 24-8110-807778-631980-81000985 = \$799,058.00  
 Sewer Treatment Facilities
- 3. How does the legislation affect the current fiscal year?  
 This ordinance is supported by the Fiscal Year 24 Water Services Annual CIP.

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

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

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

**Additional Discussion (if needed)**

Click or tap here to enter text.

## Citywide Business Plan (CWBP) Impact

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

## Prior Legislation

N/A

## Service Level Impacts

This land purchase will allow the department to build a new wastewater treatment plant that will increase capacity, and implement biological nutrient removal to address more stringent water quality requirements. The new plant is necessary to meet the service level commitments in this area for the wastewater utility.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
The proposed facility will have lower effluent limits and high flows resulting in improved water quality in Todd Creek. The facility will also have improved odor control improving the attractiveness of the area.
2. How have those groups been engaged and involved in the development of this ordinance?  
A public meeting was held on August 31, 2023.
3. How does this legislation contribute to a sustainable Kansas City?  
This land purchase will house the new Todd Creek Wastewater Treatment Plant that was designed using the envision framework. The new plant will be all electric with no natural gas fired HVAC equipment and uses a more efficient treatment technology.
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)

N/A

Click or tap here to enter text.

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

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

Please provide reasoning why not:

This ordinance is for land purchase.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



# ORDINANCE NO. 230975

## Todd Creek Land Acquisition

Authorizing the Director of Water Services Department to execute an Option to Purchase Agreement between Hunt Midwest Properties, L.L.C. and the City of Kansas City, Missouri, through its Water Services Department, for the Todd Creek Facility Land Acquisition; authorizing the expenditure of \$799,058.00 by the Director of the Water Services Department to fulfill such contract; authorizing the Director of Finance to accept a Special Warranty Deed or similar conveyance of real property for the Todd Creek Facility; directing the City Clerk to record a certified copy of this ordinance with the Platte County, Missouri Recorder of Deeds; and recognizing this ordinance as having an accelerated effective date.

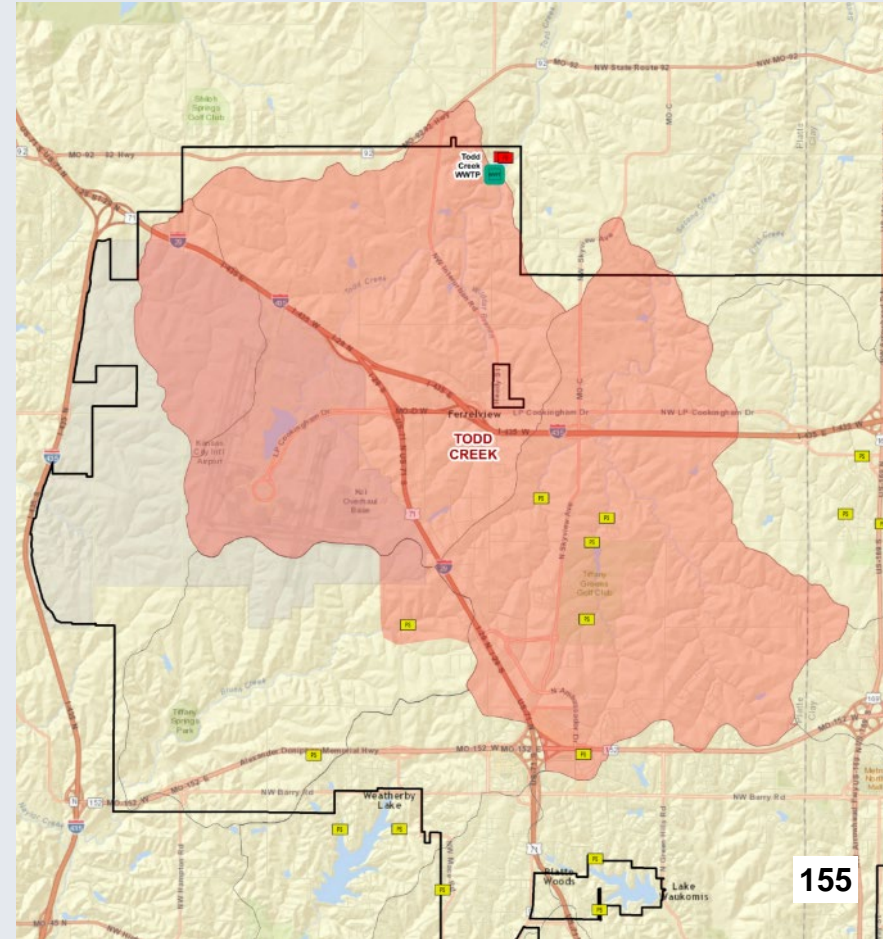
November 29, 2023

Transportation, Infrastructure & Operations  
Committee



# Project Drivers

- Existing Plant is in a floodplain
- Economic growth and development in the watershed
- Updated state regulations to protect the environment and water quality



# Project Timeline

- December 2019 – Design firm selected to study plant upgrades due to plant nearing capacity
- June 2020 – Study began
- August 2020 – Discussions begun with first adjacent property owner
- April 2021 – Existing site determined to be unfeasible
- August 2021 – Discussions with Hunt Midwest for potential plant sites
- October 2021 – Design firm contracted for a new site and upgrade flow projection due to accelerating development (33 percent increase in plant flows)
  - Sites adjacent to the existing plant evaluated
- February 2023 – Boundary survey and City appraisal completed on a proposed site
- July 2023 – Provisional purchase price agreement with Hunt Midwest; public meeting scheduled
- August 2023 – Public meeting held
- September 2023 – Platte County Commissioners Working Session Presentation
- November 2023 – Second Public Meeting



# Community Benefits

- **Improved Plant Performance**
  - Supports increased stream flow to Todd Creek
  - New odor control systems
- **Environmentally Responsible**
  - Process does not rely on chemicals for nutrient removal
  - Lower energy consumption
- **Supports Growth in the watershed**
  - More jobs and homes in the area
- **Small Footprint**
  - Selected process does not need specific settling tanks
  - Modular to prevent overbuilding

## Current Plant Site

- Centralized location at edge of KC
- New floodplain includes entire Todd Creek valley at the existing plant

## Land Northeast of Existing Plant

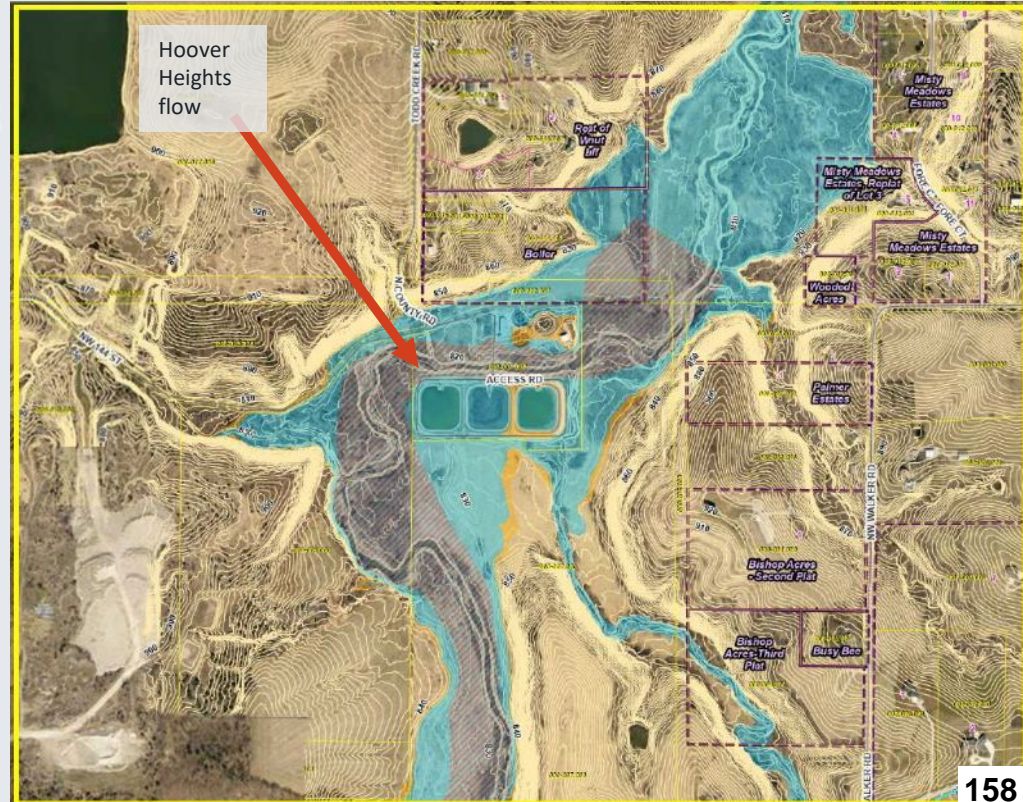
- Existing Homes
- Flood Plain

## Land East of Existing Plant

- Rough Terrain
- Existing Homes

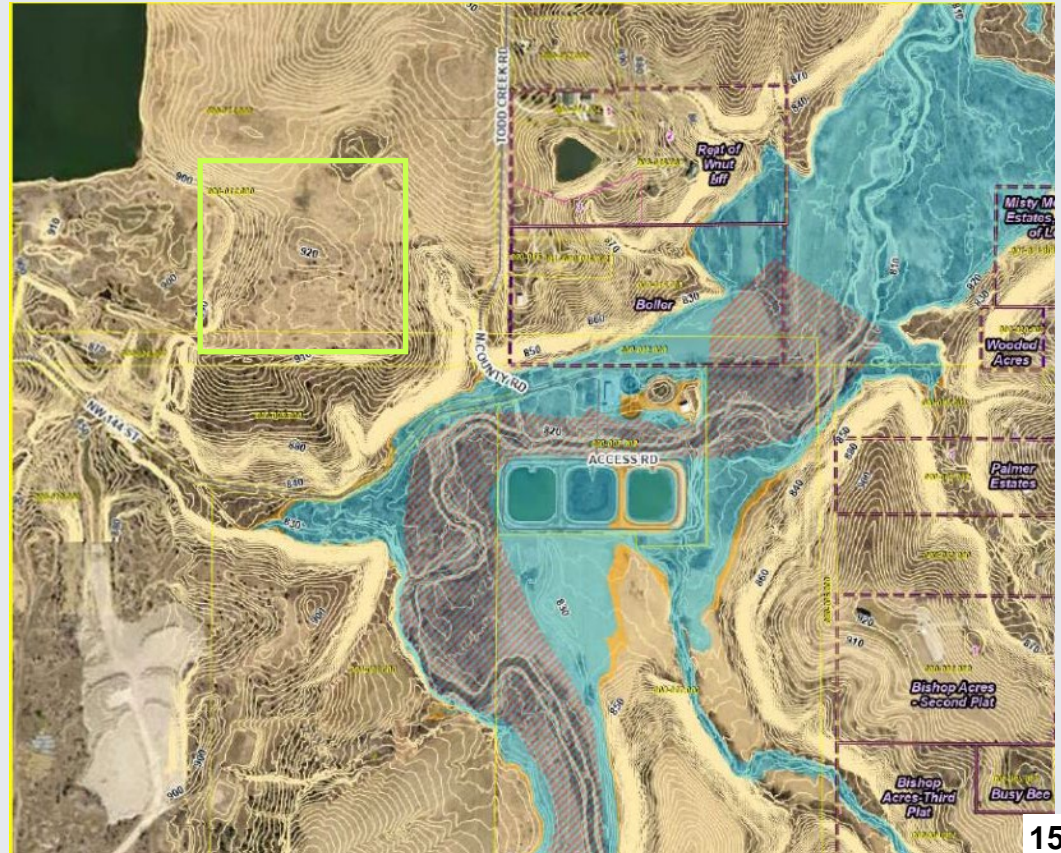
## Land Southeast of Existing Plant

- Uninterested Seller

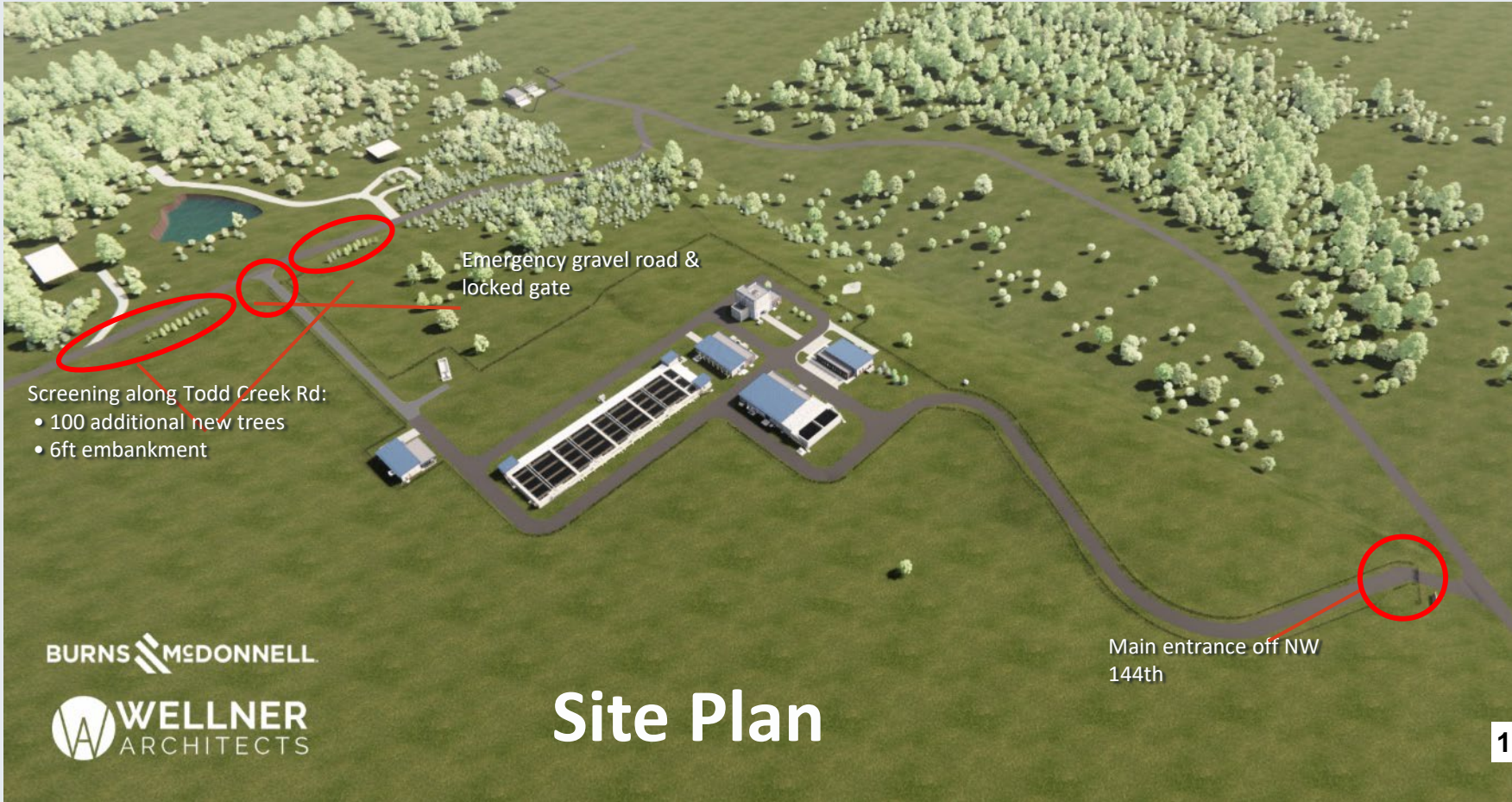


# North Site – Site Proposed

- North of NW 144th Street and West of Todd Creek Road
- Near the existing plant
- Similar distance from residences
- 61 acres for full build out and buffer
- Minimal need for new/deep pipe construction







Emergency gravel road & locked gate

Screening along Todd Creek Rd:

- 100 additional new trees
- 6ft embankment

Main entrance off NW 144th

BURNS & MCDONNELL

WELLNER ARCHITECTS

# Site Plan

# Site Renderings – Entering Plant from NW 144th





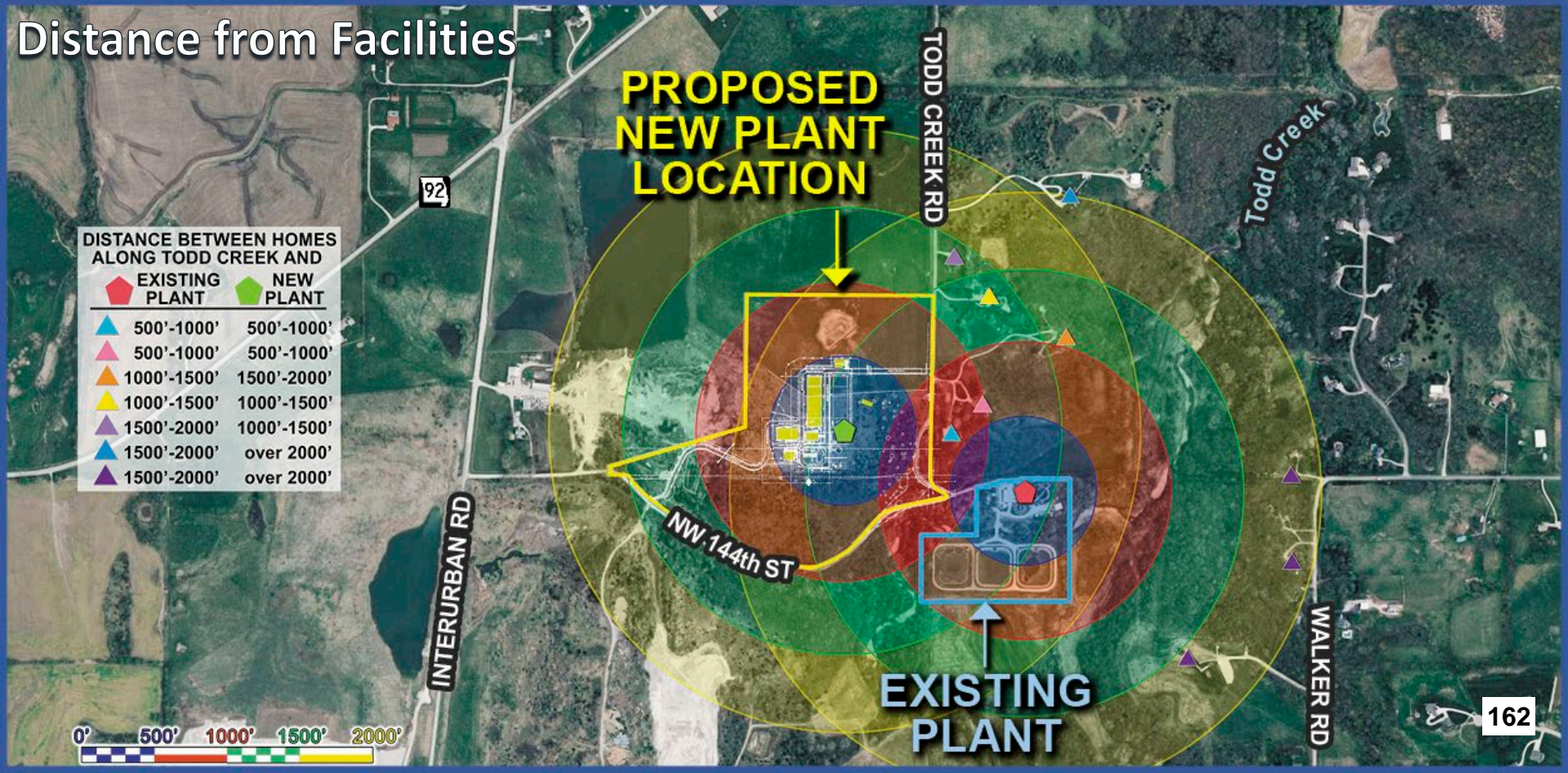
# Distance from Facilities

**DISTANCE BETWEEN HOMES ALONG TODD CREEK AND**

EXISTING PLANT		NEW PLANT	
	500'-1000'		500'-1000'
	500'-1000'		500'-1000'
	1000'-1500'		1500'-2000'
	1000'-1500'		1000'-1500'
	1500'-2000'		1000'-1500'
	1500'-2000'		over 2000'
	1500'-2000'		over 2000'

**PROPOSED NEW PLANT LOCATION**

**EXISTING PLANT**

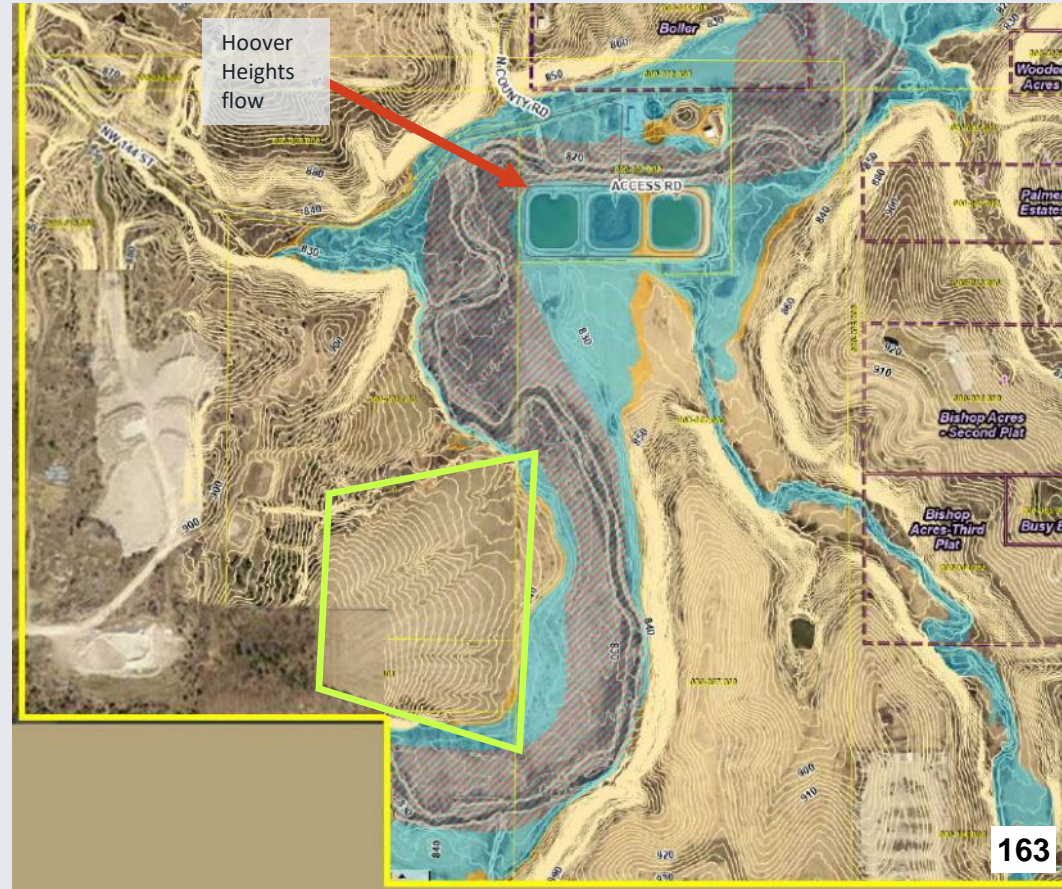




# Alternative Sites - SE

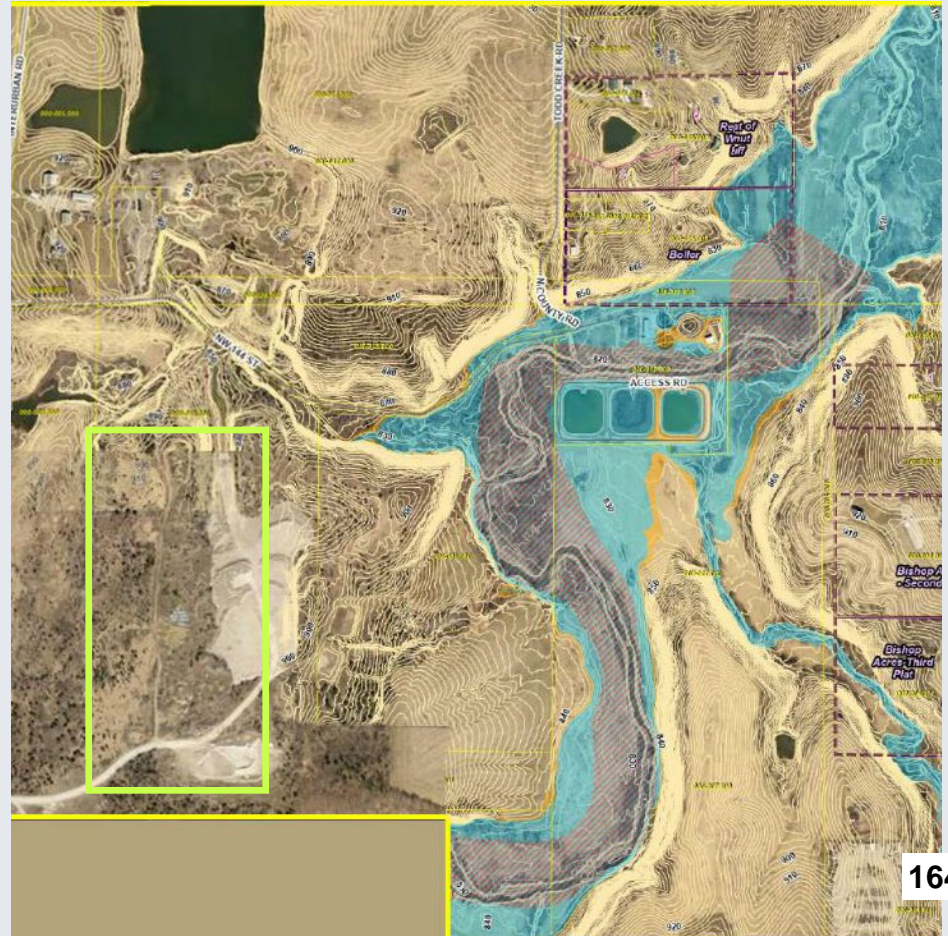
## • Results

- Strongly sloping site, requiring major cut/fill
- Major civil regrading, reroute of all utilities, risk of shallow rock
- 16% cost increase
- 21-month schedule impact
- 63,000 cu yards of cut and fill



# Alternative Sites - SW

- Results
  - Very rough terrain, large active gravel mining operation to avoid
  - Major civil regrading, reroute of all utilities, risk of shallow rock
  - 13% cost increase
  - 26-month schedule impact

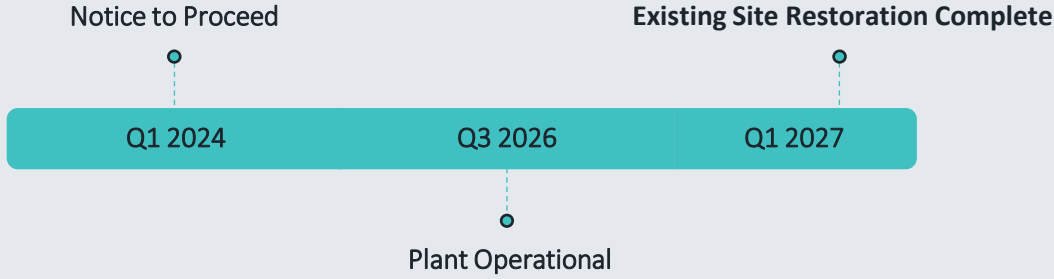




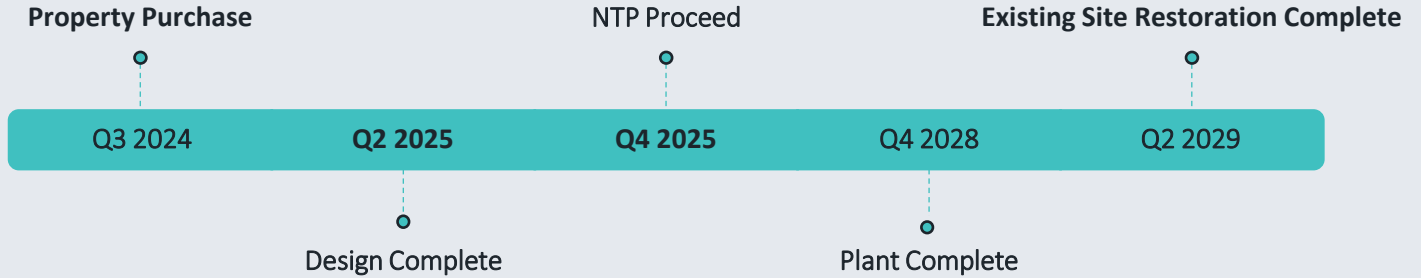
# Site Comparisons

	Southwest Site	Southeast Site	North Site
Cost	13% Increase	16% Increase	Baseline
Time	26 Month	21 Month	Baseline
Topography	Significant Site Work	Significant Site Work	Relatively Flat
Capacity for 70,000 People	Yes	Yes	Yes
Site Expansion	Possible	Constrained	Feasible Expansion to the West
Condemnation	Likely	Unlikely	No
Residences within 1,500 ft	No	No	Yes
Within City Limits	Fully	Fully	Partially

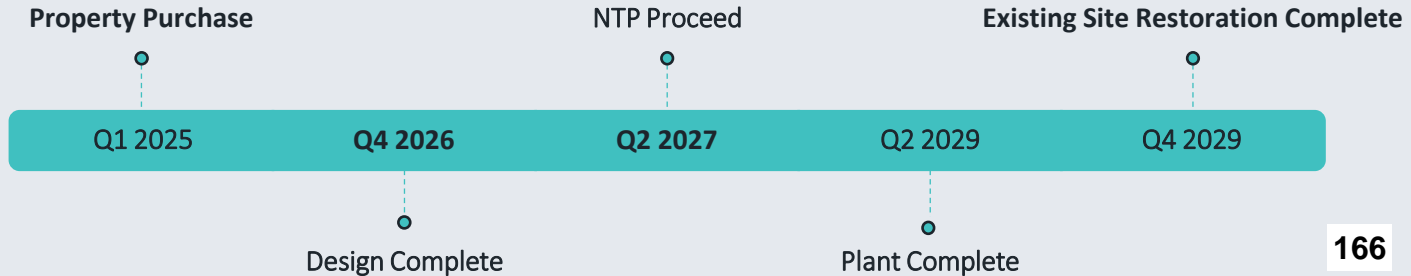
**North Site  
Baseline**



**Southeast  
Site**



**Southwest  
Site**



THANK YOU



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**File #: 230968**

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ORDINANCE NO. 230968

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) in order to execute an amendment to Contract No. EV2923 with Otis Elevator Services for the purpose of maintenance and repair upgrades to City Hall's elevator system.

WHEREAS, pursuant to Code of Ordinances Section 3-41(a)(2), department directors may enter into contracts involving goods, supplies, and procurement of materials in which the term does not exceed six years, or six one-year terms and consideration does not exceed \$1,000,000.00; and

WHEREAS the Manager of Procurement Services entered into Contract EV2925 with Otis Elevator Services on November 29, 2021, for the purpose of providing elevator installation, maintenance, and repair services at City Hall; and

WHEREAS the contract parties further desire to modernize the machine room, doors, hoistways, hall fixtures, and health products within City Hall's elevator system in order to continue providing a safe and efficient means of transportation for staff and guests (the "Project"); and

WHEREAS, pursuant to Code of Ordinances Section 3-41, the City Council must authorize construction contracts in excess of \$1,000,000.00; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. That the Manager of Procurement Services is authorized to exceed the \$1,000,000.00 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) in order to execute an amendment to contract EV2925 with Otis Elevator Services for the purpose of modernizing City Hall's elevator system, using departmental funds previously appropriated in the FY2023-2024 budget to Account No. AL-3448-077700-611060-07P23061.

..end

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

---

Tammy L. Queen  
Director of Finance

Approved as to form:

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Samuel Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230968

Submitted Department/Preparer: General Services

Revised 10/23/23

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

### Executive Summary

Authorizing the Manager of Procurement Services to exceed the \$1,000,000 contract authorization threshold in Code of Ordinances Section 3-41(a)(2) in order to execute an amendment to Contract No. EV2923 with Otis Elevator Services for the purpose of maintenance and repairs to City Hall's elevator system.

### Discussion

#### Project Justification

It is in the best interest of the City to utilize Otis Elevator Services contractor who has unique and specialized experience for specific projects. There are several components and software within these elevators which are specialized and proprietary in nature. It is most efficient and cost effective to directly source parts and services from this contractor. The contractor provides, preventative maintenance to City Hall elevators including; controller parts, door operators, hoistway, machines, motors, governor components, pumps, wire ropes, and arrives on-site for emergency work within two hours of notification from the City.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Special Obligation Series 2023B – AL - 3448-077700-611060-07P23061
3. How does the legislation affect the current fiscal year?  
Work on this project will begin in FY24. Invoices will be submitted by the contracted firm on a monthly basis
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Funds will be encumbered in the current fiscal year and each subsequent fiscal years

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

No

**Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

**Additional Discussion (if needed)**

Click or tap here to enter text.

**Citywide Business Plan (CWBP) Impact**

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
  - Enhance the accessible, sustainable and better connected multi-modal transportation system
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Increase and support local workforce development and minority, women, and locally-owned businesses
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
  - 
  -

**Prior Legislation**

NA

**Service Level Impacts**

This project will improve the performance and infrastructure of City Hall's elevator operations.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
NA
2. How have those groups been engaged and involved in the development of this ordinance?  
NA
3. How does this legislation contribute to a sustainable Kansas City?  
Contractor shall include in their project proposals any “green, eco-friendly or sustainable” products as requested by City
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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







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**File #: 230935**

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ORDINANCE NO. 230935

Sponsor: Mayor Quinton Lucas

Adopting FY 2024-25 GOKC Bond fund priorities for road, bridge, and sidewalk projects and one-year funding amounts.

WHEREAS, Committee Substitute for Resolution No. 230893 adopted the 2025-2029 Citywide Business Plan; and

WHEREAS, Committee Substitute for Resolution No. 230893 stated that Council would adopt future legislation to determine the road, bridge, and sidewalk projects that would utilize \$148,369,000 from the GOKC Bond Plan; and

WHEREAS, a list of road, bridge, and sidewalk projects that will meet the City Goals, the Financial Strategic Plan, and the Five-Year Planning model has been developed; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. The Council adopts the FY 2024-25 GOKC Bond fund priorities for road, bridge, and sidewalk projects and one-year funding amounts, as set forth in Exhibit 1 attached to this ordinance, to be paid for from GOKC Bond funds.

..end

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Approved as to form:

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Katherine Chandler  
Senior Associate City Attorney

# Exhibit 1

Project Title	FY2024 Scoring	Proposed 2024-2025	Proposed 2025-2026	Proposed 2026-2027	Proposed 2027-2028	Proposed 2028-2029	New Council District	TOTAL 5 YEAR INVESTMENT
<b>General Obligation Bond</b>								
<b>QUESTION 1 - ROADS, BRIDGES, SIDEWALKS</b>								
Sidewalk Repair	\$	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	Citywide	25,000,000
ADA Curb Ramps		2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	Citywide	12,500,000
Street Preservation		10,000,000	10,000,000	--	--	--	Citywide	20,000,000
Complete Streets		500,000	500,000	--	--	--	Citywide	1,000,000
Vision Zero		500,000	500,000	--	--	--	Citywide	1,000,000
22nd / 23rd Street Corridor Imp. - Benton to I-70	78	3,000,000	--	--	--	--	District 3	3,000,000
31st Street/Linwood/Van Brunt	79	--	3,000,000	8,000,000	2,400,000	--	District 3	13,400,000
Benton Bridge over Brush Creek	71	--	--	--	4,000,000	--	District 3	4,000,000
Pleasant Valley Rd- N Brighton to Searcy Creek	63	--	--	--	2,000,000	--	District 2	2,000,000
N Brighton Ave - NE Pleasant Valley Rd to NE 72nd Intersection	66	--	--	--	15,000,000	--	District 2	15,000,000
63rd Street Reconstruction- Troost to Woodland	61	--	--	8,000,000	--	--	District 5	8,000,000
Lee's Summit Road Projects- Gregory Blvd to Lakewood Blvd	63	--	--	9,000,000	--	--	District 5	9,000,000
MLK- Elmwood to Prospect Ave	72	--	--	--	2,000,000	--	District 3	2,000,000
N Oak Reconstruction- 42nd to Vivion	67	2,000,000	1,000,000	--	--	--	District 4	3,000,000
Front Street Improvements Universal to Topping	73	--	--	--	--	8,000,000	District 4	8,000,000
Holmes Rd- Blue Ridge to 137th	65	5,000,000	5,000,000	--	--	--	District 6	10,000,000
112th Street- Stark to City Limits	22	5,000,000	5,000,000	--	--	--	District 1	10,000,000
Public Art - Streets		335,000	325,000	325,000	329,000	155,000	Citywide	1,469,000
<b>Sub-Total</b>	<b>AVG 65</b>	<b>33,835,000</b>	<b>32,825,000</b>	<b>32,825,000</b>	<b>33,229,000</b>	<b>15,655,000</b>		<b>148,369,000</b>



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 230935

Submitted Department/Preparer: Mayor/Council's Office

Revised 10/23/23

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

### Executive Summary

Adopting FY 2024-25 GOKC Bond fund priorities for road, bridge, and sidewalk projects and one-year funding amounts.

### Discussion

The Committee Substitute for Resolution No. 230893 adopted the 2025-2029 Citywide Business Plan; and stated that Council would adopt future legislation to determine the road, bridge, and sidewalk projects that would utilize \$148,369,000 from the GOKC Bond Plan. A list of road, bridge, and sidewalk projects that will meet the City Goals, the Financial Strategic Plan, and the Five-Year Planning model has been developed.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
The funding sources for each subsequent year from FY2025 to FY2029 will be assessed in each year's Budget.
3. How does the legislation affect the current fiscal year?  
Not applicable.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Proposed Total investment for FY25 to FY29 is \$148,369,000.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
Not applicable.

## Office of Management and Budget Review

(OMB Staff will complete this section.)

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

## Additional Discussion (if needed)

The funding source will be determined in each fiscal year's adopted budget.

## Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility
3. Which objectives are impacted by this legislation (select all that apply):
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Enhance the City's connectivity, resiliency, and equity through a safe, efficient, convenient, inclusive, accessible, sustainable and better connected multi-modal transportation system
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies

## Prior Legislation

Committee Substitute for Resolution No. 230893 stated that Council would adopt future legislation to determine the road, bridge, and sidewalk projects that would utilize \$148,369,000 from the GOKC Bond Plan

## Service Level Impacts

Once this ordinance passes, projects approved within this 5 year plan will be funded, and departments assigned to those projects can begin working on completing them.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
These projects will increase health of groups that utilize these assets by allowing walkability around the City as well as improve flood control in areas needing it the most. The projects as a whole will not only provide walkability but will increase safety of the individuals utilizing the projects outlined leading to overall health.
2. How have those groups been engaged and involved in the development of this ordinance?  
Residents were invited to participate in a citywide survey and attend four resident engagement sessions to provide feedback on City goals and objectives.
3. How does this legislation contribute to a sustainable Kansas City?  
Projects approved within this plan are typically reviewed looking at various sustainability studies.

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

Total Number of Units [Click or tap here to enter text.](#)

Number of Affordable Units [Click or tap here to enter text.](#)

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

N/A (Press tab after selecting)

[Click or tap here to enter text.](#)

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

No(Press tab after selecting)

[Click or tap here to enter text.](#)

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

No(Press tab after selecting)

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

**Date:** 7/26/2023  
**Form Prepared By:** J.Wright

Contract/Project Number: 9829/80002486	Project Name: Emergency Water Distribution Repairs
Owning Department: KC Water	Project Manager: Jason Wright

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

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

Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Presenting to Council<sup>1</sup>:  Yes  No

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

Estimated Number of Project Days: 365	Anticipated Solicitation Date: 09/01/2023
---------------------------------------	---

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):  
This contract will cover Repairs to the water distribution system for scheduled and emergency repairs.

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

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

**FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:**

Reviewed CREO Annual Goal Manual?  Yes  No

Waiver being applied?  Yes  No Type: \_\_\_\_\_

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

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

Electronic Record?  Yes  No

GSD Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Reviewed CREO Annual Goal Manual?  Yes  No  N/A

The following Goals are approved for this Project:

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

No Goals are set for this Project  Waiver Approved  Waiver Denied

Reason for Wavier: \_\_\_\_\_

Electronic Record?  Yes  No

CREO Signature: Mark Runge Date: 8/8/2023  
DocuSigned by: 074DFBFEEAA8425...







**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Nondiscrimination & Equal Opportunity Review Form**

**Date:**  
**Form Prepared By:**

Contract/Project Number: 9829/80002486		Project Name: Emergency Water Distribution Repairs	
Developer/Prime:		Contact Information:	
Final Contract Value:		Project Manager:	
Funding:	<input type="checkbox"/> City	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Project Requirements:	<input type="checkbox"/> M/WBE	<input type="checkbox"/> DBE	<input type="checkbox"/> Section 3
Tax Incentive:	<input type="checkbox"/> LCRA	<input type="checkbox"/> TIF	<input type="checkbox"/> PIEA
Prevailing Wage:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Davis-Bacon:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Construction Employment Program:	<input type="checkbox"/> Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.		
	<input type="checkbox"/> No: Workforce hours are less than 800 and project cost is less than \$300,000.		

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: _____	Ch. 38: _____
RSMo 213: _____	Title VI: _____
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: _____

Contract Type:

<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services
<input type="checkbox"/> General Service	<input type="checkbox"/> Concession	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Non-Municipal Agency
<input type="checkbox"/> Co-Operative	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Facilities Maintenance/Repair/Renovation	
<input type="checkbox"/> Other:			

Additional Information:

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

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

**The Document is:**

Approved  Disapproved

Changes Needed:

**Federal Provisions Included:**

Approved  Disapproved  Not Applicable

CREO Signature: Mark Runge Date: 8/8/2023  
074DFBFEEAA8425...

**Comments:**



## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

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

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

**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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

CREO Form 3  
Rev. 3.22.2023



## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**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.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

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## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled 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.

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

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Contractor Utilization Plan Approval Form**

**Date:** 10.11.2023  
**Form Prepared By:** Leona Walton

Contract/Project Number: 9829/80002486	Developer/Prime: Infrastructure Solutions, LLC
Project Name: Emergency Water Distribution System Repairs	Contact Information: Jason Conklin/jconklin@i-solutionsllc.com/913.492.0400
Final Contract Value: \$2,700,000.00	Address: 9801 Renner Blvd, Lenexa, KS 66219

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

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

Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: <u>  yes  </u> %	Self-Perform: <u>  yes  </u> %
MBE: <u>  11  </u> %	MBE: <u>  11  </u> %
WBE: <u>  11  </u> %	WBE: <u>  11  </u> %
Non-certified firms: <u>  yes  </u> %	Non-certified firms: <u>  yes  </u> %

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other:

Additional Information:  
KC Water PM: Jason Wright/Jason.Wright@kcmo.org/816.513.4772

This is a construction project.

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

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

**The Contractor Utilization Plan is:**

Approved  Disapproved

  11   % MBE   11   % WBE            % DBE

**The Request for Good Faith Efforts Waiver is:**

Approved  Disapproved  Not Applicable

**Appeal Sent to FICB or Incentive Agency?**  Yes            FICB            Incentive Agency  No

CREO Signature: Mark Runge Date: 10/18/2023  
6AFEC964B03641A

**Comments:**

Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.



**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Nondiscrimination & Equal Opportunity Review Form**

**Date:** 10.11.2023  
**Form Prepared By:** Leona Walton

Contract/Project Number: 9829/80002486	Project Name: Emergency Water Distribution System Repairs
Developer/Prime: Infrastructure Solutions, LLC	Contact Information: Jason Conklin/jconklin@i-solutionsllc.com/913.492.0400
Final Contract Value: \$2,700,000.00	Project Manager: Jason Wright/Jason.Wright@kcmo.org/816.513.4772

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

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

Tax Incentive:  LCRA  TIF  PIEA  Ch. 100  Other:  N/A

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 No: Workforce hours are less than 800 and project cost is less than \$300,000.

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <u>yes</u>	Ch. 38: <u>yes</u>
RSMo 213: <u>yes</u>	Title VI: <u>yes</u>
MWDBE: <u>yes</u>	Prevailing Wage and Labor Standards: <u>yes</u>
SLBE: <u>n/a</u>	RSMo 34 Anti-Discrimination Against Israel: <u>yes</u>

Contract Type:

Construction  Design-Build  Design Professional  Professional Services

General Service  Concession  Other Goods & Services  Non-Municipal Agency

Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation

Other:

Additional Information:  
KC Water PM: Jason Wright/Jason.Wright@kcmo.org/816.513.4772

This is a construction project.

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

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

**The Document is:**

Approved  Disapproved

Changes Needed:

**Federal Provisions Included:**

Approved  Disapproved  Not Applicable

CREO Signature: Mark Runge Date: 10/18/2023

DocuSigned by: 6AFEC964B03641A...

**Comments:** CREO Assurances to be attached to contract.

## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

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

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

**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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

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## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**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.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

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## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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