



**Agenda - Final**

**Transportation, Infrastructure and Operations Committee**

Quinton Lucas, Chair  
Teresa Loar, Vice Chair  
Eric Bunch, Vice Chair  
Katheryn Shields  
Melissa Robinson  
Kevin O'Neill

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**Wednesday, December 8, 2021**

**9:00 AM**

**26th Floor, Council Chamber**

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**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>

**Aviation**

**[211027](#)** Authorizing six (6) one-year leases with four (4) one-year options to renew for farm land at Kansas City International Airport and estimating revenue in the amount of \$704,599.00.

**Attachments:** [211027 Fiscal Note](#)  
[211027 Fact Sheet](#)  
[211027 Admin Approp](#)

**[211028](#)** Authorizing a Terminal Lease Agreement with Delta Air Lines, Inc., for the construction, operation, maintenance and repair of a Sky Club Lounge at the New Terminal at the Kansas City International Airport.

**Attachments:** [211028 Fiscal Note](#)  
[211028 Fact Sheet](#)

**211058** Authorizing a \$7,562,478.00 contract with Saab, Inc., for the Virtual Ramp Control System at KCI Airport; authorizing a maximum expenditure of \$8,318,725.80.

**Attachments:** [Ordinance](#)  
[211058 Fact Sheet](#)  
[211058 Fiscal Note](#)

**211065** Accepting an Electronic Baggage Screening Program (EBSP) Grant Offer from the United States of America, acting through the U.S. Department of Homeland Security, Transportation Security Administration; estimating revenues and appropriating funds in the amount of \$14,646,378.55 in the Aviation Fund for the program; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [211065 Approp Admin](#)  
[211065 Fact Sheet](#)  
[211065 Fiscal Note](#)

**211069** Authorizing the Manager of Procurement Services to execute a sole brand piggyback contract (EVP2855) with Arconas Corporation, DBA Arconas Furniture, in the amount of \$4,047,605.00 to purchase seating for use at Kansas City International Airport; and authorizing the Manager of Procurement Services to amend and extend the contract.

**Attachments:** [211069 Docket Memo](#)  
[211069 Fact Sheet](#)  
[211069 Fiscal Note](#)  
[211069 Approp Admin](#)  
[211069 Terminal Seating Ord.](#)

**211070** Authorizing the Manager of Procurement Services to execute a one-year \$641,084.00 sole brand contract with Siemens Industry Inc. for the manufacture, delivery and support of terminal public address system components for use at Kansas City International Airport; authorizing the Director of Aviation to spend \$641,084.00 for the products and services; and authorizing the Manager of Procurement Services to amend this contract and to exercise five (5) additional one (1) year terms.

**Attachments:** [211070 Solicitation Waiver Seimens](#)  
[211070 Fact Sheet](#)  
[211070 Fiscal Note](#)

Public Works

**211026** Authorizing the Director of Public Works to execute a \$1,150,000.00 IDIQ construction contract with Gunter Construction; authorizing two additional one-year renewal options for \$1,150,000.00 each year for a total contract amount of \$3,450,000.00; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [211026 Fact Sheet](#)  
[211026 Fiscal Note](#)  
[FiscalNote 211026CS](#)

**211029** Amending Article XII of Chapter 64, Code of Ordinances, entitled "Street Plate Bridging Regulations," by repealing said Article and enacting in lieu thereof a new Article XII of like number and subject matter to require the embedding of all street plate bridging.

**Attachments:** [211029 Fact Sheet](#)  
[211029 Fiscal Note](#)  
[211029 Compared](#)

**211030** Amending Code of Ordinances Section 70-39 pertaining to the authority of the Public Works Director to close streets by repealing said section and enacting in lieu thereof a new section of like number and subject matter to add requirements to the street closure policy.

**Attachments:** [211030 Fact Sheet](#)  
[211030 Fiscal Note](#)  
[211030 Compared](#)

**211031** Authorizing the Director of Public Works to execute a construction contract with Gunter Construction in the amount of \$1,297,415.00 for traffic calming measures at up to 50 locations throughout the City as part of the Vision Zero Initiative; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [211031 Fact Sheet](#)  
[211031 Fiscal Note](#)

**211032** Authorizing an agreement in the amount of \$544,988.00 with Alta Planning + Design for design services in the comprehensive sidewalks construction prioritization plan; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [211032 Fiscal Note](#)  
[211032 Fact Sheet](#)

**211036** Accepting and approving a grant award agreement in the amount of \$6,000.00 with the Federal Emergency Management Agency to provide funding for cybersecurity through the Transit Security Grant Program; estimating and appropriating \$6,000.00 in the Streetcar Fund; and designating requisitioning authority.

**Attachments:** [211036 Fact Sheet](#)  
[211036 Fiscal Note](#)  
[TSGP Approp. Admin](#)

**211041** Amending Section 64-43, Code of Ordinances, by repealing said section pertaining to the Complete Streets policy and enacting in lieu thereof a new section of like number and subject matter to add a requirement that district councilmembers be notified prior to the installation of bicycle lanes in that Council district.

**Attachments:** [211041 Compared](#)  
[211041 No Fact Sheet](#)

**211046** RESOLUTION - Directing the City Manager to develop a plan to provide education to the public regarding bicycle lanes and multimodal infrastructure and to identify funding to support citywide bicycle and motorist safety campaigns and outreach programs.

**Attachments:** [211046 No Fact Sheet](#)

Water Services

**211056** Authorizing a \$67,500.00 Design Professional Services Agreement Amendment No. 2 to Contract No. 1498, with Patti Banks Associates, LLC d/b/a Vireo, for the Green Infrastructure Demonstration - Phase II (SLBE-WSDEPS) project; authorizing an extension of the term of the contract for an additional three years for a total term not to exceed six years without further City Council approval; and authorizing a total contract amount of \$537,500.00.

**Attachments:** [211056 Fact Sheet](#)  
[211056 SLBE](#)  
[211056 Fiscal Note](#)  
211056DPS Contract and Amendments

**211057** Authorizing a \$1,350,000.00 construction contract with Leath & Sons, Inc., for the replacement of water mains along West Gregory Boulevard, Ward Parkway to Wornall Road; and authorizing a maximum expenditure of \$1,450,000.00.

**Attachments:** [211057 Fact Sheet](#)  
[211057 Approved Goals](#)  
[211057 Fiscal Note](#)  
[211057 Revised Fact Sheet](#)  
[211057 TIO Presentation](#)

HELD IN COMMITTEE

**210852** RESOLUTION - Directing the City Manager to implement a COVID-19 Mandatory Vaccination Policy for the City's workforce consistent with the requirements for federal employees.

**Attachments:** [210852 No Fact Sheet](#)

**210966** Directing the City Manager to remove bicycle lanes that have been installed in the Third District within the last 12 months and to establish new policies pertaining to the installation of new bicycle lanes within the Third District; exempting the Third District from the Complete Streets policy; and updating this Ordinance every four years.

**Attachments:** [210966 No Fact Sheet](#)

- [210994](#) Amending various sections of Chapter 18, "Building and Rehabilitation Code" for the purpose of establishing the contractor licensing category of journeyman electrician.

**Attachments:** [210994 No Fact Sheet](#)  
[210994 Com Ver](#)

#### ADDITIONAL BUSINESS

1. A presentation from KC Water regarding the 2022 watermain replacement program.
2. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.
3. Closed Session  
Any closed session may be held via teleconference.
  - 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.

Adjournment



**File #: 211027**

ORDINANCE NO. 211027

Authorizing six (6) one-year leases with four (4) one-year options to renew for farm land at Kansas City International Airport and estimating revenue in the amount of \$704,599.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to enter into six separate one year farming leases at Kansas City International Airport and accept revenues from March 1, 2022 through February 29, 2023 and to renew these leases upon the same terms and conditions for four additional one-year terms with the following:

WC Charolais, LLC:	Unit 1 (cattle)
Gary Edlin:	Units 2, 3 and 10 (crops)
Keefhaver Farms:	Unit 4 (cattle), Unit 5A (hay) and Units 4A and 7 (crops)
Walter Family Farms, LLC	Units 5 and 6 (crops)
Mike Long:	Unit 8 (cattle)
Philip Farms:	Unit 9 (cattle)

Section 2. The Director of Aviation is authorized to negotiate leases with alternate farmers should any tenant be unable to fulfill their farming obligations.

Section 3. That revenue is hereby estimated in the following account of the Aviation Fund, No. 8300:

22-8300-620000-470810	General Land Space Rent	\$704,599.00
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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 and legality:

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Nelson V. Munoz  
Deputy City Attorney

<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211027
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**LEGISLATION IN BRIEF:**

Authorizing six (6) one-year leases with four (4) one-year options to renew for farm land at Kansas City International Airport and estimating revenue in the amount of \$704,599.00.

**What is the purpose of this legislation?** OPERATIONAL

*For the purpose of authorizing expenditures new or planned to conduct municipal services*

**Does this legislation spend money?**  Yes/No  
*See Section 00: " Notes" Below*

**Does this legislation estimate new Revenues?**  Yes/No  
*See Section 02 for new revenue estimates*

**Does this Legislation Increase Appropriations?**  Yes/No

**Are costs associated with this legislation ongoing (Yes)? Or one-time (No)**  Yes/No  
*See Section 00: " Notes" Below*

**Section 00: Notes:**

*This legislation authorizes six individual farming leases for property at Kansas City International Airport. Four additional one-year leases are also authorized by this legislation. Revenue from the farming leases is estimated to be \$704,599.00.*

Five years of operational costs for ongoing programs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8300	620000	470810		704,599.00	704,599.00

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

<b>NET IMPACT ON OPERATIONAL BUDGET</b>				704,599.00	704,599.00
				<b>REVENUE SUPPORTED</b>	

*RESERVE STATUS:*

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8300	Aviation Fund	704,599	704,599	704,599	704,599	704,599		
<b>TOTAL REV</b>		<b>704,599</b>	<b>704,599</b>	<b>704,599</b>	<b>704,599</b>	<b>704,599</b>	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL EXP</b>		-	-	-	-	-	-	-

<b>NET Per-YEAR IMPACT</b>		704,599	704,599	704,599	704,599	704,599	-	-
<b>NET IMPACT ( SIX YEARS)</b>						<b>3,522,995.00</b>		

REVIEWED BY Tanner Owens, OMB DATE 11/8/2021

# CONTRACT

211027

## Ordinance Fact Sheet A-E/Negotiated Form

Brief Title	Approval Deadline	Reason
Lease agreements between City & professional farm tenants at KCI		To authorize execution of farm lease agreements for agricultural purposes at Kansas City International Airport.

**Details**

**Reason for Contract**  
 Authorizing six (6) one-year leases with four (4) one-year options to renew for farm land at Kansas City International Airport and estimating revenue in the amount of \$704,599.00.

**Discussion** (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page

**Project Justification**  
 To promote good stewardship, conservation, appearance, and revenue opportunities for approximately 7,000 acres of farm properties surrounding Kansas City International Airport.

**Project Description**  
 The current tenant leases expire February 28, 2022. Requests for Proposals were received from 12 persons for 12 farming units. An Aviation Department Committee of five reviewed all proposals. Winning Proposers were selected by the price per acre offered, farming experience, training/education, inventory of equipment adequate for the operation, references and on-site reviews of their current farm and farming practices. Based on this criteria, the following persons were matched to the units that would best support the farming goals set by the Aviation Department and Frankenbach Land Management:

- |                   |  |
|-------------------|--|
| Derry Wright      | Unit 1 (cattle)  |
| Gar Edlin         | Units 2, 3 and 10 (crops)                                  |
| Michael Keefhaver | Unit 4 (cattle), Unit 5A (hay), and Units 4A and 7 (crops) |
| Russell Walter    | Units 5 and 6 (crops)                                      |
| Mike Long         | Unit 8 (cattle)  |

**Roles and Responsibilities**

Sponsor	Aviation Department
Department or Programs	
Affected	Aviation Department
Recommended Awardee	Mr. Wright, Mr. Edlin, Mr. Keefhaver, Mr.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Opponents	Groups or Individuals None known  Reason for Opposition
Responsibilities	Design Engineering:  Inspections: Aviation Department  Construction or Project Management: Aviation Department  Service Monitoring: Aviation Department

**Policy/Program Impact**

Policy or Program	
Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

**Details**

**Term**

This Contract is for a single year lease agreement for March 1, 2022 - February 28, 2023. Lease has four (4) one-year renewal options not to extend beyond February 28, 2027.

**Solicitation**

The Request for Proposals (RFP) was advertised on KCMO.org and 20 RFP packets were mailed to potential farm tenants on September 6, 2021; 11 proposals were received by the October 1, 2021 deadline (one additional proposal was received after the deadline on October 5th) . A non-mandatory pre-proposal conference was held on September 17, 2021.

**Human Relations Approval**

Not applicable for leases.

**Is it good for the children?**

Yes. This contract supports our goal to maximize the community's return on investment by serving as a catalyst for economic development while remaining good environmental stewards.

**How will this contribute to a sustainable Kansas City?**

Entering into leases with professional farm tenants contributes to a sustainable Kansas City by encouraging good environmental stewardship. Property maintenance such as road side & culvert cleaning and terracing & tiling of fields provides a cleaner and livable city. Wildlife management through the farming of certain crops and positioning of cattle ranches around the airport encourages a safe environment for all citizens and visitors to the area.

**Estimated Duration of Contract:** Five (5) years

**Anticipated Start Date:** 3/1/2022

**Fact Sheet Prepared by:** Jill Ronk  
**Date:** #####

Sr. Properties Specialist (Aviation Manager)

**Reviewed by:** Pete Fullerton  
**Date:** #####  
 Interim Director, Commercial Development

**Reference Numbers:**

**Finances**

City's Estimate of Cost	Not Applicable
Bid or Proposal Data	<p><b>Lease Award:</b></p> <p>Derry Wrigh Cattle Unit 1                  Gary Edlin Crop Units 2,3 &amp; 10                  Michael Keef Cattle Unit 4, Hay Unit 5A, and Crop Units 4A and 7                  Russ Walte Crop Units 5 &amp; 6                  Mike Long Cattle/Hay Unit 8                  Gordon Phil Hay Unit 5A &amp; Cattle Unit 9</p> <p><b>Lowest contract cost submitted:</b>                  Not applicable</p> <p><b>Number of proposals considered:</b> Eleven (11)</p> <p><b>Proposals or contractors considered:</b>                  Dane Hisel R. Wes Porter                  Gordon Phillips Austin Sackman                  Derry Wright (c Gary Edlin                  Derry Wright (c Michael Keefhaver                  Mike Long Joshua Porter                  Marty Richards Russ Walter</p> <p>* Errie Raasch (proposal received after close)</p>
Fund Sources and Appropriation Account Codes	General Land Space Rent 22-8300-620000-470810
For This Contract	
Source of Future Operating Funds	Kansas City Airport Funds
Maximum Anticipated of Proposed Contract	Annual revenue of approximately \$704,599.00 annually
Amount of Contingency	\$
Engineering & Administration	\$
<b>TOTAL</b>	<b>\$</b>

**Council Committee Actions**

Do Pass	<input type="checkbox"/>	Hold	<input type="checkbox"/>
Do Pass (as amended)	<input type="checkbox"/>	W/o Recommendation	<input type="checkbox"/>
Committee Sub.	<input type="checkbox"/>	Do Not Pass	<input type="checkbox"/>





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**File #: 211028**

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ORDINANCE NO. 211028

Authorizing a Terminal Lease Agreement with Delta Air Lines, Inc., for the construction, operation, maintenance and repair of a Sky Club Lounge at the New Terminal at the Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is authorized to execute a Lease Agreement with Delta Airlines, Inc. (Lessee) for the construction, operation, maintenance and repair of a general office and associated improvements for the use and benefit of Delta Sky Club members traveling at the New Terminal at the Kansas City International Airport for a term of ten years with two renewal options of 5 years each. A copy of the lease agreement, in substantial form, is on file in the Office of the Director of Aviation and is hereby approved.

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

..end

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Approved as to form and legality:

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Nelson V. Munoz  
Deputy City Attorney

<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211028
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LEGISLATION IN BRIEF:

Authorizing a Terminal Lease Agreement with Delta Air Lines, Inc. for the construction, operation, maintenance and repair of a Sky Club Lounge at the New Terminal at the Kansas City International Airport.

**What is the purpose of this legislation?** LEGISLATIVE

*for the purpose of editing, repealing, or creating a provision in the city's code of ordinances; or for stating non-monetary support. This Fiscal note should be blank*

**Sections 01-04 should be blank. See section 00 for more information**

Yes/No  
 Yes/No  
 Yes/No  
 Yes/No

**Section 00: Notes:**

*The construction, operation, and maintenance costs of this project are the responsibility of the lessee and therefore present no material fiscal impact to the City. Lease revenues are not reflected in Section 04 as they are yet to be determined but will be based on square footage and equal to the current signatory terminal rent.*

**FINANCIAL IMPACT OF LEGISLATION**

<b>Section 01: If applicable, where are funds appropriated in the current budget?</b>				FY 21-22 BUD	FY 22-23 EST
FUND	DEPTID	ACCOUNT	PROJECT		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Section 02: If applicable, where will new revenues be estimated?</b>				FY 21-22 BUD	FY 22-23 EST
FUND	DEPTID	ACCOUNT	PROJECT		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Section 03: If applicable, where will appropriations be increased?</b>				FY 21-22 BUD	FY 22-23 EST
FUND	DEPTID	ACCOUNT	PROJECT		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>NET IMPACT ON OPERATIONAL BUDGET</b>				-	-
				<i>RESERVE STATUS:</i>	

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<b>TOTAL REV</b>		-	-	-	-	-	-	-
FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<b>TOTAL EXP</b>		-	-	-	-	-	-	-
<b>NET Per-YEAR IMPACT</b>		-	-	-	-	-	-	-
<b>NET IMPACT ( SIX YEARS)</b>		-						

REVIEWED BY Tanner Owens, OMB DATE 11/9/2021

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
<p>What is the reason for this legislation?</p>	<p><b>Fact Sheet Color Codes</b></p> <p>User Entered Field</p> <p>User Select From Menu</p> <p>For OMB Use</p>		
<p>Discussion (including relationship to other Council actions)</p>	<p>Sponsor(s)</p> <p>Programs, Departments, or Groups Affected</p> <p>Sub-Program in Budget (page #)</p>		
	<p>Applicants/ Proponents</p>	<p>City Department</p>	<p>Other</p>
<p>Citywide Business Plan Goal</p>	<p>Staff Recommendation</p>		
<p>Citywide Business Plan Objective</p>	<p>Board or Commission Recommendation</p>		
<p>Citywide Business Plan Strategy</p>	<p><b>Future Impacts</b></p>		
	<p>Cost of Legislation current Fiscal Year</p>		
	<p>Costs in Future Fiscal Years?</p>		
	<p>Annual Revenue Increase/Decrease</p>		
	<p>Applicable Dates:</p>		
	<p>Prepared by:</p>		
	<p>Date Prepared:</p>		
	<p>Reviewed by:</p>		
	<p>Date Reviewed</p>		
	<p>Reference Numbers</p>		



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**File #: 211058**

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ORDINANCE NO. 211058

Authorizing a \$7,562,478.00 contract with Saab, Inc., for the Virtual Ramp Control System at KCI Airport; authorizing a maximum expenditure of \$8,318,725.80.

Section 1. That the Director of Aviation is hereby authorized to execute a contract with Saab, Inc., for construction services for Project No. 62210545 – Virtual Ramp Control System for \$7,562,478.00 from funds previously appropriated to Account No. AL-8561-627270-B-62210545. A copy of the contract in substantial form is on file in the Aviation Department.

Section 2. That the Director of Aviation is hereby authorized to amend and increase this contract by a contingency amount not to exceed \$756,247.80.

..end

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Approved as to form and legality:

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Tammy Queen  
Director of Finance

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Charlotte Ferns  
Assistant City Attorney

# CONTRACT

211058

## Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Project No. 62210545 - Virtual Ramp Control System at KCI Airport	Routine	To authorize execution of a Construction Contract

### Details

**Reason for Contract**  
 Authorizing a \$7,562,478.00 contract with Saab, Inc. for the Virtual Ramp control System at KCI Airport; authorizing a maximum expenditure of \$8,318,725.80.

### Discussion

#### **Project Justification**

As part of the New Terminal Program at the Kansas City International Airport (KCI), this project provides for a virtual ramp control system (VRCS) needed to control airline traffic on the non-movement areas, including areas that the existing ramp control tower does not have proper visibility to aircraft movements.

#### **Project Description**

The contract will provide for a virtual ramp control system including the design, procurement and construction, of a new Virtual Ramp Control System (VRCS) at Kansas City International Airport, new single terminal program.

#### **Solicitation**

This Project was advertised in accordance with the City's requirements.

#### **Human Relations Approval**

Contract information was submitted to the [Human Relations Department / Aviation Department's DBE Program Manager] for review and determination. See docket memo attached.

#### **Fairness in Construction Board**

There is no appeal on this contract pending before the Fairness in Construction Board.

### Roles and Responsibilities

Sponsor	Aviation Department
Department or Programs Affected	Aviation Department
Recommended Awardee	Saab, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering: Saab, Inc  Inspections: N/A  Construction or Project Management: Saab, Inc  Service Monitoring: N/A

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on next page)



<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211058
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**LEGISLATION IN BRIEF:**

Authorizing a \$7,562,478.00 contract with Saab, Inc. for the Virtual Ramp Control System at KCI Airport; authorizing a maximum expenditure of \$8,318,725.80.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

<b>Does this legislation spend money?</b> <i>See Sections 01, 02 and 03 for sources of funding</i>	<b>YES</b>	Yes/No
<b>Does this legislation estimate new Revenues?</b> 0	<b>NO</b>	Yes/No
<b>Does this Legislation Increase Appropriations?</b> 0	<b>NO</b>	Yes/No
<b>Does this legislation expand the scope of city services, or expand the city's infrastructure?</b> <i>See Section 04 for five years of ongoing maintenance costs.</i>	<b>YES</b>	Yes/No

**Section 00: Notes:**

*This legislation authorizes a contract with Saab, Inc. for the Virtual Ramp Control System at Kansas City International Airport. This legislation also authorizes the Director of Aviation to expend up to \$8,318,725.80 to satisfy the cost of this contract.*

Five years of operational and maintenance costs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8561	627270	611060	62210545	8,318,725.80	

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

<b>NET IMPACT ON OPERATIONAL BUDGET</b>				-	-
<i>RESERVE STATUS:</i>					

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8561	Airport Improvement 2019B Bond	8,318,726						
<b>TOTAL EXP</b>		8,318,726	-	-	-	-	-	-

<b>NET Per-YEAR IMPACT</b>		(8,318,726)	-	-	-	-	-	-
<b>NET IMPACT ( SIX YEARS)</b>		<b>(8,318,726.00)</b>						

REVIEWED BY Tanner Owens, OMB DATE 11/29/2021



**File #: 211065**

ORDINANCE NO. 211065

Accepting an Electronic Baggage Screening Program (EBSP) Grant Offer from the United States of America, acting through the U.S. Department of Homeland Security, Transportation Security Administration; estimating revenues and appropriating funds in the amount of \$14,646,378.55 in the Aviation Fund for the program; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the Aviation Department submitted to the TSA an Electronic Baggage Screening Program (EBSP) Application for a grant of Federal funds for the installation of a new Checked Baggage Inspection System (CBIS) within the Kansas City International Airport New Terminal; and

WHEREAS, the EBSP Grant is provided under the authority of the Aviation and Transportation Security Act (Public Law 107-71, 115 Statute 597; U.S.C. 106(1)(6) and 114(m)(1)); NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That an EBSP Grant Agreement between the City of Kansas City, Missouri, acting through its Director of the Aviation, and the U.S. Department of Homeland Security, Transportation Security Administration, for the period of five (5) years from the date of award in the amount of \$14,646,378.55 is hereby accepted and approved. A copy of the grant agreement is on file with the Director of the Aviation.

Section 2. That the revenue in the amount of \$14,646,378.55 is estimated in the following account of the Aviation Fund.

22-8300-620000-478410	KCI-Other Grants	\$14,646,378.55
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Section 3. That the sum of \$14,646,378.55 is hereby appropriated from the Unappropriated Fund Balance of the Aviation Fund in the following account:

22-8300-627270-B-62000000	KCI Capital Improvements	\$14,646,378.55
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Section 3. That this Ordinance is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter in that it appropriates money, and shall take effect in accordance with that section.

..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 and legality:

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Charlotte Ferns  
Assistant City Attorney





LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
<p>What is the reason for this legislation?</p>	<p align="center"><b>Fact Sheet Color Codes</b></p> <p align="center">User Entered Field</p> <p align="center">User Select From Menu</p> <p align="center">For OMB Use</p>		
<p>Discussion (including relationship to other Council actions)</p>	<p align="center">Sponsor(s)</p> <p align="center">Programs, Departments, or Groups Affected</p> <p align="center">Sub-Program in Budget (page #)</p>		
	<p>Applicants/ Proponents</p>	<p align="center">City Department</p>	<p align="center">Other</p>
<p align="center"><b>Citywide Business Plan Goal</b></p>	<p>Staff Recommendation</p>		
<p align="center"><b>Citywide Business Plan Objective</b></p>	<p>Board or Commission Recommendation</p>		
	<p align="center"><b>Future Impacts</b></p>		
<p align="center"><b>Citywide Business Plan Strategy</b></p>	<p>Cost of Legislation current Fiscal Year</p>		
	<p>Costs in Future Fiscal Years?</p>		
	<p>Annual Revenue Increase/Decrease</p>		
	<p><b>Applicable Dates:</b></p>		
	<p><b>Prepared by:</b></p>		
	<p><b>Date Prepared:</b></p>		
	<p><b>Reviewed by:</b></p>		
	<p><b>Date Reviewed</b></p>		
	<p><b>Reference Numbers</b></p>		

# LEGISLATIVE FISCAL NOTE

LEGISLATION  
NUMBER:

211065

**LEGISLATION IN BRIEF:**

Estimating revenues and appropriating funds in the amount of \$14,646,378.55 in the Aviation Fund for the Electronic Baggage Screening Program (EBSP) Grant Offer from the United States of America, acting through the U.S. Department of Homeland Security, Transportation Security Administration.

**What is the purpose of this legislation?**

OPERATIONAL

*For the purpose of authorizing expenditures new or planned to conduct municipal services*

**Does this legislation spend money?**

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

**Does this legislation estimate new Revenues?**

YES

Yes/No

See Section 02 for new revenue estimates

**Does this Legislation Increase Appropriations?**

YES

Yes/No

See Section 03 for increases in appropriations

**Are costs associated with this legislation ongoing (Yes)? Or one-time (No)**

NO

Yes/No

See Section 00: " Notes" Below

**Section 00: Notes:**

The legislation estimates grant revenue in the amount of \$14,646,378.55 for the installation of a new Checked Bagged Inspection System in the Kansas City International Airport new terminal. This is a one time revenue.

Five years of operational costs for ongoing programs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8300	620000	478410		14,646,378.55	

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8300	627270	B	62000000	14,646,378.55	

**NET IMPACT ON OPERATIONAL BUDGET**

RESERVE STATUS:

REVENUE SUPPORTED

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8300	Aviaiton Fund	14,656,379						
	<b>TOTAL REV</b>	<b>14,656,379</b>	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8300	Aviation Fund	14,656,379						
	<b>TOTAL EXP</b>	<b>14,656,379</b>	-	-	-	-	-	-

<b>NET Per-YEAR IMPACT</b>	-	-	-	-	-	-	-	-
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<b>NET IMPACT ( SIX YEARS)</b>	-							
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REVIEWED BY

Halle Musfeldt, OMB

DATE

11/22/2021



**File #:** 211069

ORDINANCE NO. 211069

Authorizing the Manager of Procurement Services to execute a sole brand piggyback contract (EVP2855) with Arconas Corporation, DBA Arconas Furniture, in the amount of \$4,047,605.00 to purchase seating for use at Kansas City International Airport; and authorizing the Manager of Procurement Services to amend and extend the contract.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

WHEREAS, the City has approved a sole brand memo for the furniture, Arconas Furniture.

WHEREAS, the City is piggybacking off of a GSA contract, GS-27F-018GA which is allowable for local governments to utilize. This guarantees the City the lowest and best pricing offered by the supplier.

Section 1. That the Manager of Procurement Services is authorized to execute a sole brand piggyback contract with Arconas Corporation, DBA Arconas Furniture, in the amount of \$4,047,605.00, for the purchase and installation of terminal furniture for use at Kansas City International Airport. A copy of the contract is on file with the Procurement Services Division.

Section 2. That the Director of Aviation is authorized to expend \$4,047,605.00 from funds appropriated to Account No. 8561-627270-611060-62180497 for the contract amount.

Section 3. That the Manager of Procurement Services is authorized to execute contract amendments and extend the contract for up to five additional one year terms without additional Council authorization.

..end

The City has no financial obligation under this Ordinance and Agreement until the Manager of Procurement Services issues a Purchase Order which will be signed by the City's Director of Finance certifying there is a balance, otherwise encumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise encumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy Queen  
Director of Finance

Approved as to form and legality:

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James M. Brady  
Assistant City Attorney

**Inter-Departmental Communication**

Date: October 28, 2021

To: Mayor Quinton Lucas; Chair: Transportation, Infrastructure & Operations Committee

From: Andrea Dorch; Director; Civil Rights & Equal Opportunity Department

Subject: Docket Memo #:

**CONTRACTOR:** Arconas Furniture Co.  
 Address: 5700 Kenton Crescent  
 Mississauga, ON L5R 3H5 CANADA  
 Contract # EVP2855 – Aviation Terminal Seating Replacement Project  
 Contract Amount: \$4,047,605.00  
 MBE Goal: 10.5%  
 WBE Goal: 10.5%  
 MBE Achieved: 0%  
 WBE Achieved: 16%

**MBE SUBCONTRACTORS:**  
None

**WBE SUBCONTRACTORS:**  
 Name: Superior Moving Service, Inc.  
 Address: 2020 Walnut St.  
 Kansas City, MO 64108  
 Scope of Work: Receive / Transport / Installation of Seating  
 Dollar Amount: \$639,649  
 Ownership: Lynch, Ceil  
 Structure: Caucasian Female Code 27

**Comments:**

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?		<b>Fact Sheet Color Codes</b> User Entered Field User Select From Menu For OMB Use	
		Sponsor(s)	
		Programs, Departments, or Groups Affected	
		Sub-Program in Budget (page #)	
Discussion (including relationship to other Council actions)		Applicants/ Proponents	City Department
			Other
		Staff Recommendation	
		Board or Commission Recommendation	
		<b>Future Impacts</b>	
		Cost of Legislation current Fiscal Year	
		Costs in Future Fiscal Years?	
<b>Citywide Business Plan Goal</b>		Annual Revenue Increase/Decrease	
<b>Citywide Business Plan Objective</b>		<b>Applicable Dates:</b>	
		<b>Prepared by:</b>	
		<b>Date Prepared:</b>	
<b>Citywide Business Plan Strategy</b>		<b>Reviewed by:</b>	
		<b>Date Reviewed</b>	
		<b>Reference Numbers</b>	

<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211069
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**LEGISLATION IN BRIEF:**

Authorizing the Manager of Procurement Services to execute a new piggyback contract EVP2855, in the amount of \$4,047,605.00 to purchase additional seating from Arconas Furniture for use at Kansas City International Airport

**What is the purpose of this legislation?** OPERATIONAL

*For the purpose of authorizing expenditures new or planned to conduct municipal services*

**Does this legislation spend money?**  Yes/No  
*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  Yes/No  
*0*

**Does this Legislation Increase Appropriations?**  Yes/No

**Are costs associated with this legislation ongoing (Yes)? Or one-time (No)**  Yes/No  
*See Section 00: " Notes" Below*

**Section 00: Notes:**

*That the Manager of Procurement Services is authorized to execute a new contract in the amount of \$4,047,605.00 with Arconas Furniture for the purchase and installation of additional terminal furniture for use at Kansas City International Airport*

Five years of operational costs for ongoing programs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8561	627270	611060	62180497	4,047,605.00	

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

<b>NET IMPACT ON OPERATIONAL BUDGET</b>				-	-
<i>RESERVE STATUS:</i>					

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
	<b>TOTAL REV</b>	-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8561	Airport Improvement 2019B	4,047,605						
	<b>TOTAL EXP</b>	4,047,605	-	-	-	-	-	-

<b>NET Per-YEAR IMPACT</b>	<b>(4,047,605)</b>	-	-	-	-	-	-	-
<b>NET IMPACT ( SIX YEARS)</b>	<b>(4,047,605.00)</b>							

REVIEWED BY James Sturdevant DATE 12/1/2021



ntract amount.

Ordinance No. TBD

Authorizing the Manager of Procurement Services to execute a new piggyback contract EVP2855, in the amount of \$4,047,605.00 to purchase additional seating from Arconas Furniture for use at Kansas City International Airport

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

WHEREAS, the City has approved a sole brand memo for the furniture, Arconas Furniture.

WHEREAS, the City is piggybacking off of a GSA contract, GS-27F-018GA which is allowable for local governments to utilize. This guarantees the City the lowest and best pricing offered by the supplier.

Section 1. That the Manager of Procurement Services is authorized to execute a new contract in the amount of \$4,047,605.00 with Arconas Furniture for the purchase and installation of additional terminal furniture for use at Kansas City International Airport. A copy of the contract is on file with the Procurement Services Division.

Section 2. That the Director of Aviation is authorized to expend \$4,047,605.00 from funds appropriated to Account No. 8561-627270-611060-62180497 for the contract amount.

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The City has no financial obligation under this Ordinance and Agreement until the Manager of Procurement Services issues a Purchase Order which will be signed by the City's Director of Finance certifying there is a balance, otherwise encumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise encumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.



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**File #: 211070**

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ORDINANCE NO. 211070

Authorizing the Manager of Procurement Services to execute a one-year \$641,084.00 sole brand contract with Siemens Industry Inc. for the manufacture, delivery and support of terminal public address system components for use at Kansas City International Airport; authorizing the Director of Aviation to spend \$641,084.00 for the products and services; and authorizing the Manager of Procurement Services to amend this contract and to exercise five (5) additional one (1) year terms.

WHEREAS, the City has approved a sole brand memo for the existing public address system, Atlas; and

WHEREAS, the City has approved a solicitation waiver memo for the usage of Siemens Industry Inc. for the upgrade to the Atlas public address system; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a one-year \$641,084.00 sole brand contract with Siemens Industry Inc. for the manufacture, delivery and support of terminal public address system components for use at Kansas City International Airport. A copy of the contract is on file with the Procurement Services Division.

Section 2. That the Director of Aviation is authorized to expend \$641,084.00 from funds appropriated to Account No. 22-8300-622354-E-634280 for the contract amount.

Section 3. That the Manager of Procurement Services is authorized to amend the contract and execute up to five (5) additional one (1) year terms without further City Council authorization.  
..end

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The City has no financial obligation under this Ordinance and Agreement until the Manager of Procurement Services issues a Purchase Order which will be signed by the City's Director of Finance certifying there is a balance, otherwise encumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise encumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

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Tammy Queen  
Director of Finance

Approved as to form and legality:

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James M. Brady  
Assistant City Attorney



# Sole Brand Waiver Kansas City Code Section 3-7

**DATE:** June 17, 2021

**TO:** Keely Golden, Procurement Manager  
Pat Klein, Director of Aviation Department 

**FROM:** Ian Redhead, Deputy Director of Operations and Maintenance

**SUBJECT:** Solicitation Waiver Procurement from Siemens Industry, Inc.

It is recommended that in accordance with Code Section 3-3, the solicitation requirements of Code Section D number 5 to make a one-time purchase equipment for the upgrade of terminal public address system through Siemens Industry, Inc. as it is necessary to provide essential services or meet city contractual obligations.

A sole brand has been approved for the manufacturer of this system, in partnership with AtlasIED and ECD. The Aviation Department is requesting to enter into contract with Siemens Industry, Inc to purchase the particle upgrade consisting of system components, set-up/configuration and system assurance plan to maintain the current terminals' public address system capabilities until opening of the new terminal project in two years. Siemens and partners have the unique and specialized experience to provide the upgrade components that will work with current system in existing terminals as well as used for spare parts with the new terminal system to maximize City's return on investment.

The estimated total for this purchase order is \$641,084. The current terminal public address system is subject to failure at any time and in urgent need of this upgrade purchase as it will provide the continued use of automated flight and terminal information, as well as direct airline boarding and airport public safety announcements needed by the traveling public and required to continue terminal operations until completion of new terminal project. The Aviation Department has searched other options, including an entirely new public address system at a cost of around \$1.2 million and believe this is the only company that can accomplish the upgrade in the most effective time frame and cost.

If you have any questions, please contact Ian Redhead at 816-243-3100.

DocuSigned by:  
  
DA4266F30A55473...

6/25/2021

Darrell Everette, Acting Procurement Services Manager  
Acting Procurement Services Manager

Date

CC: Department Director

LEGISLATIVE FACT SHEET		Legislation Number:	
LEGISLATION IN BRIEF:		Approval Deadline:	
What is the reason for this legislation?	<b>Fact Sheet Color Codes</b>		
	User Entered Field		
	User Select From Menu		
	For OMB Use		
	Sponsor(s)		
	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
	Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department
	Other		
	Staff Recommendation		
	Board or Commission Recommendation		
	<b>Future Impacts</b>		
Cost of Legislation current Fiscal Year			
Costs in Future Fiscal Years?			
Annual Revenue Increase/Decrease			
<b>Applicable Dates:</b>			
<b>Prepared by:</b>			
<b>Date Prepared:</b>			
<b>Reviewed by:</b>			
<b>Date Reviewed</b>			
<b>Reference Numbers</b>			
<b>Citywide Business Plan Goal</b>			
<b>Citywide Business Plan Objective</b>			
<b>Citywide Business Plan Strategy</b>			





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**File #: 211026**

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ORDINANCE NO. 211026

Authorizing the Director of Public Works to execute a \$1,150,000.00 IDIQ construction contract with Gunter Construction; authorizing two additional one-year renewal options for \$1,150,000.00 each year for a total contract amount of \$3,450,000.00; 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 Public Works is authorized to execute a \$1,150,000.00 one-year IDIQ construction contract with two one-year renewals with Gunter Construction for various repairs not limited to sidewalks, curbs, speed humps etc. A copy of the contract is on file in the office of the Director of Public Works.

Section 2. That the Civil Rights and Equal Opportunity Department to assure fair representation by socially and economically disadvantaged groups, approved for this project, a thirteen (13) percent representation by Minority Owned Businesses and eight (8) percent representation by Women Owned Businesses.

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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The City has no financial obligation under both this Ordinance and Contract until the Director of Public Works issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the

treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

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Tammy L. Queen  
Director of Finance  
Approved as to form and legality:

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Nelson V. Munoz  
Assistant City Attorney

# CONTRACT

211026

## Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Approving a Contract for IDIQ Small Construction		To authorize execution of a Construction Contract

### Details

<p><b>Reason for Contract</b></p> <p>Authorizing the Director of Public Works to execute a \$1,150,000.00 IDIQ construction contract with Gunter Construction; authorizing the Director of Public Works to further amend the contract to exercise two additional one-year renewal options for \$1,150,000.00 each year for a total contract amount of \$3,450,000.00; and recognizing this ordinance as having an accelerated effective date.</p>
<p><b>Discussion</b> (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page numbers.)</p> <p><b>Project Justification</b></p> <p>Small projects which need immediate repair such as wayfinding signs project, speed humps, delineators installation, collapsed sidewalk etc. need to be repaired/installed.</p> <p><b>Project Description</b></p> <p>The contract will include small constructing but not limited to concrete, installing guardrails, delineators etc. This contract will be up for renewal for 2 years. A task order not to exceed \$150,000.00 will be issued.</p> <p><b>Solicitation</b></p> <p>This Project was advertised in accordance with the City's requirements including the City's webpage.</p> <p><b>Project Management Costs</b></p> <p>The total Project cost is estimated at \$1,000,000.00/yr Project Management Costs are estimated at \$75,000.00/yr Direct Internal - \$75,000.00/yr</p>

### Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Public Works Department
Recommended Awardee	Gunter Construction
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  Reason for Opposition
Responsibilities	<p><u>Design Engineering</u>: City Forces</p> <p><u>Inspections</u>: City Forces</p> <p><u>Construction or Project Management</u>: City Forces</p> <p><u>Service Monitoring</u>: City Forces</p>

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)

### Details

**Grant Funding** 60852 IDIQ Small Construction; Contract fact- Construction

### Finances

City's Estimate Kansas City Contract Guidebook



<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211026
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**LEGISLATION IN BRIEF:**  
 Authorizing the Director of Public Works to execute a \$1,150,000.00 IDIQ construction contract with Gunter Construction; authorizing the Director of Public Works to further amend the contract to exercise two additional one-year renewal options for \$1,150,000.00 each year for a total contract amount of \$3,450,000.00; and recognizing this ordinance as having an accelerated effective date.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

**Does this legislation spend money?**  YES Yes/No  
*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  NO Yes/No  
 0

**Does this Legislation Increase Appropriations?**  NO Yes/No  
 0

**Does this legislation expand the scope of city services, or expand the city's infrastructure?**  NO Yes/No  
*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**  
 This is an IDIQ contract with a potential spend of \$1,000,000 per year with the option to renew for two additional years. Additionally, there is a potential for a task order of \$150,000 each year for a total contract amount of \$3,450,000 over three years. Section 4 is potential spend of this contract.  
 Five years of operational and maintenance costs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**NET IMPACT ON OPERATIONAL BUDGET** RESERVE STATUS:

	-	-
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**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
Various	Various	1,150,000	1,150,000	1,150,000				
<b>TOTAL EXP</b>		1,150,000	1,150,000	1,150,000	-	-	-	-

**NET Per-YEAR IMPACT** (1,150,000) (1,150,000) (1,150,000) - - - -

**NET IMPACT ( SIX YEARS)** **(3,450,000.00)**

REVIEWED BY Charles Leap DATE 11/8/2021





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**File #: 211029**

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ORDINANCE NO. 211029

Amending Article XII of Chapter 64, Code of Ordinances, entitled “Street Plate Bridging Regulations,” by repealing said Article and enacting in lieu thereof a new Article XII of like number and subject matter to require the embedding of all street plate bridging.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Article XII of Chapter 64, Code of Ordinances, entitled “Street Plate Bridging Regulations,” is hereby amended by repealing said Article and enacting in lieu thereof a new Article of like number and subject matter to read as follows:

**ARTICLE XII STREET PLATE BRIDGING REGULATIONS**

**DIVISION 1. IN GENERAL**

**Sec. 64-419. Title and authority.**

This article shall be known as the City street plate bridging regulations and may be cited as "street plate bridging regulations" or "regulations." The Director of Public Works shall be responsible for the administration and enforcement of this article.

**Sec. 64-420. Purpose of article.**

The purpose of this article is to promote and protect the public interest by regulating the use of street plate bridging upon the paved driving surfaces.

This article establishes administrative, implementation, and enforcement procedures for the protection of the riding quality of City streets impacted by construction related or other activities.

**Sec. 64-421. Other laws.**

Neither this article nor any administrative decision made under it exempts the applicant or any other person from other requirements of this code, state and federal laws, or from procuring other required permits, or limits the right of any person to maintain, at any time, any appropriate action, at law or in equity, for relief or damages against the applicant or any person arising from the activity regulated by this article.

**Sec. 64-422. Definitions.**

For purposes of this article, the following terms, phrases, words and their derivations shall have the following meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in

the singular number include the plural number. The word shall is mandatory and may is permissive. Words not defined shall be given their common and ordinary meaning.

(a) *Adopted standards.* Any design or construction specification adopted in writing by the Director of Public Works.

(b) *Applicant.* The person who places street plates or the persons authorized agent who submits or is required to submit an application to the Director of Public Works for a street plate permit.

(c) *Central business district.* The area encompassed by the interstate highway system commonly known as the downtown loop.

(d) *Code.* The Code of Ordinances for the City.

(e) *Director.* The Director of Public Works of the City or the Director s authorized representative.

(f) *Emergency.* A condition, as defined by the Director, that poses a clear and immediate danger to life or health, or a significant loss of property, or requires immediate repair or replacement in order to restore service to a customer.

(g) *Excavate.* The removal of materials.

(h) *Fill.* The deposit or stockpiling of materials.

(i) *Grading.* Any excavating or filling of earth materials or any combination thereof.

(j) *Inspection.* The periodic field review of street plate bridging for the purposes of determining compliance.

(k) *Other streets.* Those roadways that are not shown on the major street plan.

(l) *Nuisance.* Any act or situation as defined in section 48-3 of the Code.

(m) *Person.* Any individual, firm, partnership, corporation, association, organization or legal entity of any kind including governmental entities.

(n) *Streets and roadways.* An area of land designated and reserved for public travel such as streets, medians, parkways, and their associated curbs and gutters.

(o) *Work.* Any activity that involves construction or preparation for construction of an improvement.

## **DIVISION 2. ADMINISTRATION**

### **Sec. 64-423. Regulated activities.**

(a) Except as provided in section 64-424, no person shall:

- (1) Place street plate bridging without first applying for and obtaining a street plate bridging permit from the Director;
- (2) Allow street plate bridging to remain in place in excess of 30 calendar days;

- (3) Allow street plate bridging to be placed without embedding the street plate bridging the same date it is first placed on the street or roadway.
- (b) Street plates shall be embedded as follows:
  - (1) Street plate bridging shall be embedded as of the date it is first placed on the street or roadway and shall remain embedded until such time as the work is complete and the street plate bridging has been removed. The requirement to embed shall not apply to street plate bridging placed on concrete streets and roadways if the Director determines that an emergency exists sufficient to justify its placement.
  - (2) Notwithstanding any of the foregoing provisions of this subsection, the requirement to embed street plate bridging until such time as the work is complete and the street plate bridging is removed shall not be construed as modifying or waiving the 30 calendar day period that street plate bridging may remain in place.
- (c) The street plate shall be conspicuously marked with the owner's name and telephone number.
- (d) No permit issued under this article shall be assignable, and no person shall allow his name to be used to obtain a permit for any other person.

**Sec. 64-424. Exceptions.**

(a) If an emergency exists, a person may place street plate bridging within any street or roadway under the control of City without first applying for and obtaining a permit. A permit is still required, however, and shall be applied for the next regular business day after the street plate bridging is placed. The street plate bridging is required to be embedded on the same day in which it is placed on the street or roadway in cases of emergencies.

(b) If an emergency exists, the Director may permit street plate bridging to remain in place in excess of the time limitations established by this article or waive the prohibition on the placement of street plate bridging on concrete streets and roadways during the winter months.

(c) No permit shall be required if the street or roadway where the street plate bridging will be placed is closed to local and through traffic.

**Sec. 64-425. Street plate bridging standards.**

The Director shall adopt and maintain street plate bridging performance standards to assist in the administration of the program. The standards shall be based upon, but not limited to, the following principles:

- (1) Minimize the time street plate bridging is placed upon driving surfaces.
- (2) Maintain and preserve the riding quality of the street surfaces.
- (3) Maintain safety for pedestrians.
- (4) Increase the longevity of street surfaces.

**Sec. 64-426. Permit fees.**

(a) *Permit application fee; additional daily permit fee.* The permit application fee shall be \$29.00. There shall be no additional daily permit fee for the first 21 calendar days from and including the date on which the permit was first issued. Commencing on the twenty-second calendar day and each day thereafter a daily permit fee of \$0.45 per square foot of street plate bridging shall be imposed.

(b) *Fees if street plate bridging is placed prior to obtaining permit.* The permit application fee shall be \$117.00 and the daily permit fee shall be doubled if street plate bridging is placed prior to obtaining a permit, except in cases where such placement was required by an emergency.

(c) *Waiver of fees.* At the sole discretion of the Director, all or part of the fee may be waived if unique or unusual circumstances, as determined by the Director, so warrant.

(d) *Adjustment of fees.* The Director shall have the authority to adjust the fees listed in this section to reflect the change in the consumer price index (all items/all urban consumers/ Midwest urban) published by the United States Department of Labor, Bureau of Labor Statistics. The adjustments, if any, shall be made annually by the Director in conjunction with the adoption of the annual budget of the City by filing a notice with the City clerk.

(e) *Use of fees.* All fees collected pursuant to this section shall be allocated to the Public Works Department to be used for traffic control purposes.

(f) *Adjustment of fees.* The City Manager shall have the authority to adjust the fees listed in this section to reflect the change in the consumer price index (all items / all urban consumers/ Midwest urban) published by the United States Department of Labor, Bureau of Labor Statistics. The adjustments, if any, shall be made annually by the Director in conjunction with the adoption of the annual budget of the City by filing a notice with the City clerk.

(g) *Fee if street plate bridging is not embedded.* Commencing on the first calendar day the street plate bridge is not embedded in accordance with section 64-423 and each day thereafter a daily permit fee of \$0.45 per square foot of street plate bridging shall be imposed.

**Sec. 64-427. Application for permit.**

*Application and review process.* Any person requesting a street plate bridging permit must submit an application to the Director. After review of an application, the Director shall notify the applicant of such further action and reviews as necessary. The Director reserves the right to deny any permit.

**Sec. 64-428. Coordination with other permits.**

The Director may simultaneously issue a street plate bridging permit, excavation permit, and traffic control permit.

**Sec. 64-429. Indemnity agreement.**

(a) Unless otherwise addressed in a current franchise agreement with the City, as a condition for the issuance of each permit, the applicant shall furnish to the Director an indemnity agreement in the form approved by the Director binding the applicant to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees

from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the excavation, including claims arising subsequent to completion of the operation and return of the excavation site to normal use, caused in whole or in part by the applicant, its employees, agents, or subcontractors, or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of City, its agencies, officials, officers, or employees. An applicant's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall not apply to any claims arising solely out of the City's negligence.

(b) Duration. Unless otherwise addressed by a current franchise agreement with the City, the obligation for indemnification provided for in this section shall remain in effect for a period of three years from the date of completion of the work covered by the permit.

**Sec. 64-430. Insurance.**

Unless otherwise addressed by a current franchise agreement with the City:

(a) As a condition for the issuance of each permit, the applicant shall procure and maintain insurance coverage not less than the types and amounts specified in this section.

(1) Commercial general liability insurance with limits of \$1,000,000.00 per occurrence.

(2) The policy shall be written or endorsed to include the following provisions:

- a. Severability of interests coverage apply to additional insureds.
- b. Contractual liability.
- c. No contractual liability limitation endorsement.
- d. Additional insured endorsement, ISO form CG20 10, current edition, or its equivalent.

(b) Self-insurance is unacceptable to City unless the excess insurance policy or an endorsement thereto contains drop down provision or cut through endorsement for the retention in the event of insolvency of the applicant, or in the case of utility franchised by the City, if an excess insurance policy covering claims against the applicant arising out of excavations on property, right-of-way or easements controlled by the City is maintained by the applicant pursuant to a franchise agreement.

(c) The insurance policy may not be canceled until after 30 days written notice of cancellation to City, ten days in the event of nonpayment of premium. The insurance 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.

(d) The applicant shall provide to the City a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be in a form acceptable to the Director and accompanied by an additional insured endorsement.

(e) The 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 to do business in the state.

(f) Regardless of any approval by the City, or issuance of a permit, it is the responsibility of the applicant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any obligation or responsibility. In the event of applicant's failure to maintain the required insurance in effect, the City may order applicant to immediately stop work until the applicant complies with the insurance requirements set forth in this article.

### **DIVISION 3. IMPLEMENTATION**

#### **Sec. 64-431. Installation of street plates.**

The applicant shall apply for a permit before any street plates are installed. The applicant shall ensure that all street plate bridging is installed and embedded in accordance with the City's adopted standards. The closeout of the permit shall constitute notification to the Director that the work is completed and the street plates have been removed.

#### **Sec. 64-432. Maintenance of street plates.**

The applicant shall perform regular inspections of street plates and at all times maintain street plate bridging in good order and in compliance with the City's adopted standards for the duration of the permit.

#### **Sec. 64-433. Removal of street plates.**

The applicant shall notify the Director after any street plate bridging is removed or made ineffective. Removal of steel plate bridging must be performed in accordance with the City's adopted standards. The closeout of the permit shall constitute notification to the Director that the work is completed and the street plates have been removed.

### **DIVISION 4. ENFORCEMENT**

#### **Sec. 64-434. Enforcement policy.**

The Director shall handle enforcement and attempt to resolve issues of noncompliance through routine methods that include inspecting the site, communicating, negotiating, and issuing written warnings to the applicant. If these methods fail, the Director may, upon three business days' notice for non-emergencies and one hour notice if deemed an emergency by the Director, revoke the permit, remove the street plate bridging, fill any associated excavations, restore the driving surface, take possession of street plates, and assess all costs to the applicant, including but not limited to outstanding permit fees, the cost of hiring a private contractor, if necessary, and any costs associated with the collection of outstanding fees.

In cases where street plate bridging has been in place in excess of 30 calendar days, or where the applicant violates any other provision of this article, including but not limited to the requirements for embedding, or otherwise fails in any regard to satisfy the adopted standards as determined by the Director, the Director may determine that the continued placement of the street plate is a nuisance. In such a case, the Director shall give the applicant written notice that the continued placement of the street plate is a nuisance and shall state that City will remove the plate if the nuisance is not remedied within three business days. The City may assess all costs to the applicant as provided for in this section.

**Sec. 64-435. Debarment.**

(a) *Policy.* No street plate permit shall be issued to any applicant which is itself debarred from obtaining street plate permits as hereinafter set forth, or which is managed, controlled, or more than 50 percent owned by a person or entity so debarred. An applicant which is itself debarred, or which is managed, controlled or more than 50 percent owned by a person or entity that is debarred shall not act as a subcontractor on any work performed pursuant to the issuance of a street plate permit issued by the City.

(b) *Grounds for debarment; duration of debarment.* In the event that any applicant on any work performed pursuant to the issuance of a street plate permit issued by the City is determined, as hereinafter set out, to be willfully and without good cause violating the requirements of the street plate permit in any way, including but not limited to those listed below, then such applicant and its chief operating officer, and any owner or part owner who participated in the management of the company at the time of the violation, shall be debarred from participating in any work requiring the issuance of a street plate permit for a period of two years for the first offense, five years for the second offense and ten years for any subsequent offense.

- (1) Incorporating materials into the work which are not in accordance with the specifications.
- (2) Failing to complete the permitted work.
- (3) Performing work without having obtained the required permits.
- (4) Concealing work from the City's inspectors.
- (5) Failing to repair property which was damaged in the course of doing the permitted work.
- (6) Failing to pay outstanding permit fees.
- (7) Failing to comply with the provisions set out in this street plate bridging article.
- (8) Permitting a subcontractor to do any of the things listed in this subsection or failing to take reasonable measures to prevent a subcontractor from doing the things listed herein.

(c) *Procedure.* Action to debar a contractor may be initiated by the Director and shall proceed as follows:

- (1) *Initiation of proceeding.* The proceeding may be initiated by the Director who shall issue a written notice of the proposed debarment to the applicant and to the City Manager. The notice shall include a statement of the reasons for the proposed debarment, the date of mailing, and the date, time and place of a hearing on the matter. If the applicant cannot be located for purposes of delivery of the notice, the proceeding shall be held in abeyance until notice can be given.
- (2) *Notice.* Any notice required by the proceeding and any other notice to the applicant may be sent postage prepaid by certified U.S. mail to the applicant at its last known address or at its registered office, if it is a

corporation, or by delivering a copy of the notice to the applicant personally or to an officer, partner, or managing or general agent or to any other agent authorized by appointment or required by law to receive service of process.

- (3) *Hearing panel.* The hearing panel shall consist of three persons appointed by the City Manager, one of whom shall be designated as chairperson. The panel shall not include the department Director or any member of the department that initiated the proceeding. A person that has served on a debarment hearing panel against a contractor may not serve on a subsequent debarment hearing panel involving the same contractor.
- (4) *Conduct of hearing.* Unless a delay is requested by the applicant, the hearing shall be held no more than 30 days after notice is received by the applicant. The applicant shall have full right to have counsel, to produce witnesses and to cross examine all witnesses who may appear against it. All proceedings in such hearings shall be taken down stenographically, or recorded mechanically or electronically, or by a combination thereof, and shall be transcribed whenever required by law. Subpoenas shall be issued by the hearing panel for any witness whose presence is desired at any hearing or proceeding before the hearing panel. Such subpoenas shall be served and return thereon shall be made in the same manner as is provided by law in civil suits in the circuit court of this state. Witnesses may also appear voluntarily at such hearings and testify. Before any witness shall testify in any such hearing or proceeding, he shall swear or affirm to tell the truth.
- (5) *Decision.* Decisions shall be concurred in by a majority of the hearing panel. Within 60 days after the hearing, the panel shall issue its decision in writing stating whether the applicant is debarred from obtaining street plate permits and, if so, for what period of time.
- (6) *Notice of decision.* The applicant shall be given prompt notice of the decision of the hearing panel, and a copy of such decision shall be promptly mailed or otherwise furnished to the applicant.
- (7) *Finality of decision.* The decision of the hearing panel shall be final and conclusive unless the applicant, within 30 days after issuance of the decision, commences a timely action for review in a court of competent jurisdiction in accordance with applicable law.

**Sec. 64-436. Restoration deposit.**

If street plate bridging is placed in conjunction with work for which an excavation permit is required pursuant to article IV of this chapter, the restoration deposit furnished by the applicant as a condition for obtaining the excavation permit shall further guarantee the applicants compliance with the provisions of article XII, street plate bridging regulations. No additional restoration deposit shall be required for the issuance of a street plate permit except as provided for herein.

..end

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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	<b>Fact Sheet Color Codes</b> User Entered Field User Select From Menu For OMB Use		
	Sponsor(s)		
	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
	Applicants/ Proponents	City Department	
		Other	
	Staff Recommendation		
	Board or Commission Recommendation		
	<b>Future Impacts</b>		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
<b>Citywide Business Plan Goal</b>	<b>Applicable Dates:</b>		
	<b>Prepared by:</b>		
<b>Citywide Business Plan Objective</b>	<b>Date Prepared:</b>		
	<b>Reviewed by:</b>		
<b>Citywide Business Plan Strategy</b>	<b>Date Reviewed</b>		
	<b>Reference Numbers</b>		

# LEGISLATIVE FISCAL NOTE

LEGISLATION  
NUMBER:

211029

**LEGISLATION IN BRIEF:**

Amending Article XII of Chapter 64, Code of Ordinances, entitled "Street Plate Bridging Regulations," by repealing said Article and enacting in lieu thereof a new Article XII of like number and subject matter to require the embedding of all street plate bridging.

**What is the purpose of this legislation?**

LEGISLATIVE

*for the purpose of editing, repealing, or creating a provision in the city's code of ordinances; or for stating non-monetary support. This Fiscal note should be blank*

**Sections 01-04 should be blank. See section 00 for more information**

NO

Yes/No

NO

Yes/No

NO

Yes/No

NO

Yes/No

**Section 00: Notes:**

*Anticipated revenues from the sale of permits are expected, but revenue is not being estimated at this time. Five year fiscal impact is noted in Section 4 below. All outyears will be determined at a later date.*

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**NET IMPACT ON OPERATIONAL BUDGET**

RESERVE STATUS:

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
2060	Street Maintenance	46,000	92,000	92,000	92,000	92,000	92,000	
	<b>TOTAL REV</b>	<b>46,000</b>	<b>92,000</b>	<b>92,000</b>	<b>92,000</b>	<b>92,000</b>	<b>92,000</b>	<b>-</b>

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
	<b>TOTAL EXP</b>	<b>-</b>						

**NET Per-YEAR IMPACT**      46,000      92,000      92,000      92,000      92,000      92,000      -

**NET IMPACT ( SIX YEARS)**      **506,000.00**

REVIEWED BY

James Sturdevant

DATE

11/5/2021

COMPARED VERSION  
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. TMP-1195

..title

Amending Article XII of Chapter 64, Code of Ordinances, entitled “Street Plate Bridging Regulations,” by repealing said Article and enacting in lieu thereof a new Article XII of like number and subject matter to require the embedding of all street plate bridging.

..body

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For purposes of this article, the following terms, phrases, words and their derivations shall have the following meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word shall is mandatory and may is permissive. Words not defined shall be given their common and ordinary meaning.

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(c) *Central business district.* The area encompassed by the interstate highway system commonly known as the downtown loop.

(d) *Code.* The Code of Ordinances for the City.

(e) *Director.* The Director of Public Works of the City or the Director's authorized representative.

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- (1) Street plate bridging shall be embedded as of the date it is first placed on the street or roadway and shall remain embedded until such time as the work is complete and the street plate bridging has been removed. The requirement to embed shall not apply to street plate bridging placed on concrete streets and roadways if the Director determines that an emergency exists sufficient to justify its placement.
- (2) Notwithstanding any of the foregoing provisions of this subsection, the requirement to embed street plate bridging until such time as the work is complete and the street plate bridging is removed shall not be construed as modifying or waiving the 30 calendar day period that street plate bridging may remain in place.
- (c) The street plate shall be conspicuously marked with the owner's name and telephone number.
- (d) No permit issued under this article shall be assignable, and no person shall allow his name to be used to obtain a permit for any other person.

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(a) If an emergency exists, a person may place street plate bridging within any street or roadway under the control of City without first applying for and obtaining a permit. A permit is still required, however, and shall be applied for the next regular business day after the street plate bridging is placed. The street plate bridging is required to be embedded on the same day in which it is placed on the street or roadway in cases of emergencies.

(b) If an emergency exists, the Director may permit street plate bridging to remain in place in excess of the time limitations established by this article or waive the prohibition on the placement of street plate bridging on concrete streets and roadways during the winter months.

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(a) *Permit application fee; additional daily permit fee.* The permit application fee shall be \$29.00. There shall be no additional daily permit fee for the first 21 calendar days from

and including the date on which the permit was first issued. Commencing on the twenty-second calendar day and each day thereafter a daily permit fee of \$0.45 per square foot of street plate bridging shall be imposed.

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(c) *Waiver of fees.* At the sole discretion of the Director, all or part of the fee may be waived if unique or unusual circumstances, as determined by the Director, so warrant.

(d) *Adjustment of fees.* The Director shall have the authority to adjust the fees listed in this section to reflect the change in the consumer price index (all items/all urban consumers/ Midwest urban) published by the United States Department of Labor, Bureau of Labor Statistics. The adjustments, if any, shall be made annually by the Director in conjunction with the adoption of the annual budget of the City by filing a notice with the City clerk.

(e) *Use of fees.* All fees collected pursuant to this section shall be allocated to the Public Works Department to be used for traffic control purposes.

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(g) *Fee if street plate bridging is not embedded.* Commencing on the first calendar day the street plate bridge is not embedded in accordance with section 64-423 and each day thereafter a daily permit fee of \$0.45 per square foot of street plate bridging shall be imposed.

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*Application and review process.* Any person requesting a street plate bridging permit must submit an application to the Director. After review of an application, the Director shall notify the applicant of such further action and reviews as necessary. The Director reserves the right to deny any permit.

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#### **Sec. 64-429. Indemnity agreement.**

(a) Unless otherwise addressed in a current franchise agreement with the City, as a condition for the issuance of each permit, the applicant shall furnish to the Director an indemnity agreement in the form approved by the Director binding the applicant to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the excavation, including claims arising subsequent to completion of the operation and return of the

excavation site to normal use, caused in whole or in part by the applicant, its employees, agents, or subcontractors, or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of City, its agencies, officials, officers, or employees. An applicant's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers, or employees shall not apply to any claims arising solely out of the City's negligence.

(b) Duration. Unless otherwise addressed by a current franchise agreement with the City, the obligation for indemnification provided for in this section shall remain in effect for a period of three years from the date of completion of the work covered by the permit.

#### **Sec. 64-430. Insurance.**

Unless otherwise addressed by a current franchise agreement with the City:

(a) As a condition for the issuance of each permit, the applicant shall procure and maintain insurance coverage not less than the types and amounts specified in this section.

(1) Commercial general liability insurance with limits of \$1,000,000.00 per occurrence.

(2) The policy shall be written or endorsed to include the following provisions:

- a. Severability of interests coverage apply to additional insureds.
- b. Contractual liability.
- c. No contractual liability limitation endorsement.
- d. Additional insured endorsement, ISO form CG20 10, current edition, or its equivalent.

(b) Self-insurance is unacceptable to City unless the excess insurance policy or an endorsement thereto contains drop down provision or cut through endorsement for the retention in the event of insolvency of the applicant, or in the case of utility franchised by the City, if an excess insurance policy covering claims against the applicant arising out of excavations on property, right-of-way or easements controlled by the City is maintained by the applicant pursuant to a franchise agreement.

(c) The insurance policy may not be canceled until after 30 days written notice of cancellation to City, ten days in the event of nonpayment of premium. The insurance 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.

(d) The applicant shall provide to the City a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be in a form acceptable to the Director and accompanied by an additional insured endorsement.

(e) The 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 to do business in the state.

(f) Regardless of any approval by the City, or issuance of a permit, it is the responsibility of the applicant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any obligation or responsibility. In the event of applicant's

failure to maintain the required insurance in effect, the City may order applicant to immediately stop work until the applicant complies with the insurance requirements set forth in this article.

### **DIVISION 3. IMPLEMENTATION**

#### **Sec. 64-431. Installation of street plates.**

The applicant shall apply for a permit before any street plates are installed. The applicant shall ensure that all street plate bridging is installed and embedded in accordance with the City's adopted standards. The closeout of the permit shall constitute notification to the Director that the work is completed and the street plates have been removed.

#### **Sec. 64-432. Maintenance of street plates.**

The applicant shall perform regular inspections of street plates and at all times maintain street plate bridging in good order and in compliance with the City's adopted standards for the duration of the permit.

#### **Sec. 64-433. Removal of street plates.**

The applicant shall notify the Director after any street plate bridging is removed or made ineffective. Removal of steel plate bridging must be performed in accordance with the City's adopted standards. The closeout of the permit shall constitute notification to the Director that the work is completed and the street plates have been removed.

### **DIVISION 4. ENFORCEMENT**

#### **Sec. 64-434. Enforcement policy.**

The Director shall handle enforcement and attempt to resolve issues of noncompliance through routine methods that include inspecting the site, communicating, negotiating, and issuing written warnings to the applicant. If these methods fail, the Director may, upon three business days' notice for non-emergencies and one hour notice if deemed an emergency by the Director, revoke the permit, remove the street plate bridging, fill any associated excavations, restore the driving surface, take possession of street plates, and assess all costs to the applicant, including but not limited to outstanding permit fees, the cost of hiring a private contractor, if necessary, and any costs associated with the collection of outstanding fees.

In cases where street plate bridging has been in place in excess of 30 calendar days, or where the applicant violates any other provision of this article, including but not limited to the requirements for embedding, or otherwise fails in any regard to satisfy the adopted standards as determined by the Director, the Director may determine that the continued placement of the street plate is a nuisance. In such a case, the Director shall give the applicant written notice that the continued placement of the street plate is a nuisance and shall state that City will remove the plate if the nuisance is not remedied within three business days. The City may assess all costs to the applicant as provided for in this section.

#### **Sec. 64-435. Debarment.**

(a) *Policy.* No street plate permit shall be issued to any applicant which is itself debarred from obtaining street plate permits as hereinafter set forth, or which is managed, controlled, or more than 50 percent owned by a person or entity so debarred. An applicant

which is itself debarred, or which is managed, controlled or more than 50 percent owned by a person or entity that is debarred shall not act as a subcontractor on any work performed pursuant to the issuance of a street plate permit issued by the City.

(b) *Grounds for debarment; duration of debarment.* In the event that any applicant on any work performed pursuant to the issuance of a street plate permit issued by the City is determined, as hereinafter set out, to be willfully and without good cause violating the requirements of the street plate permit in any way, including but not limited to those listed below, then such applicant and its chief operating officer, and any owner or part owner who participated in the management of the company at the time of the violation, shall be debarred from participating in any work requiring the issuance of a street plate permit for a period of two years for the first offense, five years for the second offense and ten years for any subsequent offense.

- (1) Incorporating materials into the work which are not in accordance with the specifications.
- (2) Failing to complete the permitted work.
- (3) Performing work without having obtained the required permits.
- (4) Concealing work from the City's inspectors.
- (5) Failing to repair property which was damaged in the course of doing the permitted work.
- (6) Failing to pay outstanding permit fees.
- (7) Failing to comply with the provisions set out in this street plate bridging article.
- (8) Permitting a subcontractor to do any of the things listed in this subsection or failing to take reasonable measures to prevent a subcontractor from doing the things listed herein.

(c) *Procedure.* Action to debar a contractor may be initiated by the Director and shall proceed as follows:

- (1) *Initiation of proceeding.* The proceeding may be initiated by the Director who shall issue a written notice of the proposed debarment to the applicant and to the City Manager. The notice shall include a statement of the reasons for the proposed debarment, the date of mailing, and the date, time and place of a hearing on the matter. If the applicant cannot be located for purposes of delivery of the notice, the proceeding shall be held in abeyance until notice can be given.
- (2) *Notice.* Any notice required by the proceeding and any other notice to the applicant may be sent postage prepaid by certified U.S. mail to the applicant at its last known address or at its registered office, if it is a corporation, or by delivering a copy of the notice to the applicant personally or to an officer, partner, or managing or general agent or to any other agent authorized by appointment or required by law to receive service of process.

- (3) *Hearing panel.* The hearing panel shall consist of three persons appointed by the City Manager, one of whom shall be designated as chairperson. The panel shall not include the department Director or any member of the department that initiated the proceeding. A person that has served on a debarment hearing panel against a contractor may not serve on a subsequent debarment hearing panel involving the same contractor.
- (4) *Conduct of hearing.* Unless a delay is requested by the applicant, the hearing shall be held no more than 30 days after notice is received by the applicant. The applicant shall have full right to have counsel, to produce witnesses and to cross examine all witnesses who may appear against it. All proceedings in such hearings shall be taken down stenographically, or recorded mechanically or electronically, or by a combination thereof, and shall be transcribed whenever required by law. Subpoenas shall be issued by the hearing panel for any witness whose presence is desired at any hearing or proceeding before the hearing panel. Such subpoenas shall be served and return thereon shall be made in the same manner as is provided by law in civil suits in the circuit court of this state. Witnesses may also appear voluntarily at such hearings and testify. Before any witness shall testify in any such hearing or proceeding, he shall swear or affirm to tell the truth.
- (5) *Decision.* Decisions shall be concurred in by a majority of the hearing panel. Within 60 days after the hearing, the panel shall issue its decision in writing stating whether the applicant is debarred from obtaining street plate permits and, if so, for what period of time.
- (6) *Notice of decision.* The applicant shall be given prompt notice of the decision of the hearing panel, and a copy of such decision shall be promptly mailed or otherwise furnished to the applicant.
- (7) *Finality of decision.* The decision of the hearing panel shall be final and conclusive unless the applicant, within 30 days after issuance of the decision, commences a timely action for review in a court of competent jurisdiction in accordance with applicable law.

**Sec. 64-436. Restoration deposit.**

If street plate bridging is placed in conjunction with work for which an excavation permit is required pursuant to article IV of this chapter, the restoration deposit furnished by the applicant as a condition for obtaining the excavation permit shall further guarantee the applicants compliance with the provisions of article XII, street plate bridging regulations. No additional restoration deposit shall be required for the issuance of a street plate permit except as provided for herein.

..end

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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney



**File #: 211030**

ORDINANCE NO. 211030

Amending Code of Ordinances Section 70-39 pertaining to the authority of the Public Works Director to close streets by repealing said section and enacting in lieu thereof a new section of like number and subject matter to add requirements to the street closure policy.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Section 70-39, Code of Ordinances, pertaining to the authority of the Public Works Director to close streets, by repealing said section and enacting in lieu thereof a new section of like number and subject matter to read as follows:

**Sec. 70-39. Authority of Director to close streets, sidewalks and other travelways; authority to establish emergency parking restrictions.**

(a) *Definitions.* As used in this section:

*Alley* means a street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for the purpose of through vehicular traffic.

*Active Work Zone* means where construction, maintenance or utility workers are on the roadway or sidewalk or on the shoulder of the roadway and workers are adjacent to an active travel lane.

*Average Daily Traffic (ADT)* means the following expected average daily traffic for the road classifications in the City's Major Street Plan, approved by City Council Ordinance 40346, October 7, 1971 as amended, unless an applicant provides traffic counts obtained under the supervision of a professional engineer, in which case those counts, if approved by the City, may be used in lieu of the values specified herein.

Classification	Expected ADT	ADT to be used
Expressways	At least 15,000 veh. per day	15,000 veh. per day
Primary arterials	At least 10,000 veh. per day	10,000 veh. per day
Secondary arterials	5,000 to 10,000 veh. per day	5,000 veh. per day
Other streets	Less than 5,000 veh. per day	500 veh. per day

*Block* means a piece or parcel of land entirely surrounded by public highways, streets, streams, railway rights-of-way or parks, or a combination thereof. The Director of Codes Administration shall decide any question regarding the limits or extent of a block.

*Detour distance* means:

- (1) The distance of a lane closure including approaches if only a portion of the public right-of-way is closed so that traffic is diverted to different lanes in the same public right-of-way as determined by a traffic control plan approved by the Director of Public Works, and
- (2) The distance of the alternate route as determined by a traffic control plan approved by the Director resulting from a complete closure of the public right-of-way.

*Director* means the Director of Public Works of Kansas City unless otherwise defined herein.

*Emergency* means a condition that poses a clear and immediate danger to life or health, or a significant loss of property or requires immediate repair or replacement in order to restore service to a customer.

*Major Street Plan* means the original document approved by the council by Ordinance No. 40346 on October 7, 1971, as amended from time to time.

*Person* means an individual, firm association, partnership, limited liability company, corporation or any other organization.

*Right-of-way* means an area of land designated and reserved for public travel whether vehicular or pedestrian and includes a street, a median, a parkway, pedestrian sidewalk and bikeway.

*Traffic control permit fee formula* means the basic formula to determine the amount of the fee for closing driving lanes of a road to be applied as follows:

The ADT for the designated classification of the road is multiplied by the number of days for closure of the street or part thereof, multiplied by the detour distance in linear miles, multiplied by the unit cost, multiplied by the specified factor for direction of travel, multiplied by the specified factor for driving lanes.

*Unit cost (UC)* shall be \$0.17 per linear mile which shall be adjusted annually to the nearest cent by the Director to reflect the change in the consumer price index (all items/all urban consumers/Kansas City, Missouri/Kansas) published by the United States Department of Labor, Bureau of Labor Statistics.

*Weekend* means the period from Friday evening at 5:00 p.m. through Monday morning at 7:00 a.m.

(b) *Traffic control permits.* The Director shall have authority to close or issue a permit to close any street, sidewalk, or any other City maintained public right-of-way or part thereof when, in the Director's opinion, the closing is necessary for construction, maintenance, or for the protection of public health or safety or other special condition. Except for an emergency, no street, sidewalk or other City maintained portion of public right-of-way shall be closed by any person to traffic for any purpose without first obtaining a traffic control permit from the Director of Public Works. In the event a person causes a closure required by an emergency, such person shall file an application for a traffic control permit and pay the appropriate fees associated therewith the next regular business day after the closure. The Director shall have authority to establish reasonable regulations for the issuance, use, revocation and denial of such permits. Nothing in this section shall authorize the use of a public sidewalk for a commercial purpose.

(c) *Application fee.* An application fee of \$88.00 shall accompany each application for a traffic control permit. The application fee is to defray the various costs incurred by the City in investigating and processing the applications and issuing the permit and inspection of the site of the traffic control. The application fee is not refundable.

(d) *Form of application.* An application for a traffic control permit shall be completed on a form furnished by the Director and shall include a detailed traffic control plan.

(e) *Traffic control plan.* A traffic control plan submitted to the Director for approval shall comply with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) in force on the date of the application and shall include a dimensioned drawing that identifies the following:

- (1) The location of the right- of-way to be closed, including all approaches.
- (2) The location of a detour route.
- (3) The location of all traffic control devices required for the closure of the right-of-way and signage for the detour route(s). No traffic control device shall be placed more than 300 feet from an active work zone unless approved by the Director prior to the placement of the traffic control device.
- (4) If applicant does not provide a traffic control plan, upon request by the applicant, the Department of Public Works will prepare a plan and applicant shall pay the City a nonrefundable fee in the amount of the direct costs and overhead incurred by the Department of Public Works as determined by the Director. In no event will such fee be less than \$150.00.
- (5) The traffic control plan shall anticipate the performance of continuous construction activities. If construction activities are not being continuously performed within the entire active work zone for a period of 48 hours, excluding

weekends, the permit holder must immediately restore the work zone and remove traffic control devices unless exempted by the Director.

(f) *Traffic control permit fees.* In addition to the application fee, and a traffic control plan preparation fee if applicable, a traffic control permit fee shall be charged for the closure of the public right-of-way. The amount of the traffic control permit fee shall be the sum of the fees for each direction of travel determined by applying the traffic control fee formula using the following factors:

- (1) Factor for direction of travel. For a two-way street, the factor for each direction of travel shall be 0.58. For a one-way street, the factor for direction of travel shall be 1.17.
- (2) Factor for driving lanes. The factor for driving lanes shall be as set out in the following chart:

Total number of driving lanes for the direction of travel	Number of driving lanes closed for the direction of travel				
	1	2	3	4	5
1 lane	1.15				
2 lanes	0.46	1.17			
3 lanes	0.23	0.69	1.17		
4 lanes	0.17	0.46	0.75	1.17	
5 lanes	0.12	0.40	0.64	0.81	1.17

- (3) For lane closures between 9 a.m. and 4 p.m. if the lane is otherwise opened for public travel, the traffic control permit fee shall be reduced by 50 percent. For lane closures between 6 p.m. and 7 a.m. if the lane is otherwise opened for public travel, the traffic control permit fee shall be reduced by 70 percent. If the closure of a lane is limited to Saturday, Sunday or a holiday, the traffic control permit fee shall be reduced by 70 percent.
- (4) For each alley within a block, the traffic control permit fee shall be \$1.74 per day or portion thereof.
- (5) Turn lanes and lanes for bus stops shall be treated as driving lanes.
- (6) For intersections, the lanes for each direction of travel of the intersecting street shall be treated separately.
- (7) The minimum detour distance to be used to calculate the traffic control permit fee shall be 0.0625 miles.
- (8) Parking lanes with meters: For parking lanes with meters, the traffic control permit fee shall be \$3.47 per meter per day or portion thereof, except for Saturday, Sunday and holidays.

- (9) Parking lanes without meters: For regulated parking lanes without meters, the traffic control permit fee shall be 63 cents per day or portion thereof for each 20 feet of such right-of- way closed.
- (10) A parking lane with designated hours for parking shall be considered a driving lane if it is closed during the hours when parking is prohibited.
- (11) Sidewalk/non-roadway area: For sidewalk/non roadway area, the traffic control permit fee shall be 67 cents per day or portion thereof for each 20 feet of sidewalk or non-roadway area of such right- of-way closed. If sidewalk/non-roadway area is closed in conjunction with the adjacent lane closure, the traffic control permit fee for sidewalk/non-roadway area shall be reduced by 50%.

(g) *Annual permits.* In lieu of a traffic control permit issued by the Director under the requirements contained in subsections (c), (d), (e), and (f) of this section, the Director may issue an annual traffic control permit for each construction or maintenance vehicle used in a partial blockage of a street, sidewalk, or other City maintained public right-of-way to a qualified applicant complying with all of the following conditions:

- (1) Those utilities and other companies operating under a franchise agreement with the City, telecommunications companies paying the occupational license taxes required by sections 40-360 and 40-361, Code of Ordinances, City Departments, and contractors acting as an agent for same, if experienced in proper traffic control procedures and approved by the Director, and the approved agent(s) for the recognized statewide utility locating network, of which the City is a member, are eligible for annual traffic control permits.
- (2) An annual traffic control permit issued for and exclusively assigned to a particular vehicle of the qualified applicant.
- (3) An annual traffic control permit shall not apply to more than one right- of-way closure during the same time period.
- (4) An annual traffic control permit shall not apply to closures involving more than one half of the total number of traffic lanes of a street, to closures that extend beyond 500 feet, and closures that include an intersection of two streets.
- (5) The annual traffic control permit will only exempt the permit holder from the requirements for an individual traffic control permit if:
  - a. The reason for the closure is nondestructive work in the public right-of-way; or
  - b. An excavation including all pavement is completely restored and open for normal traffic flow in the street, sidewalk or other City maintained right-

of-way within 72 hours, provided that temporary street surface repairs with cold mix asphalt patching material are acceptable during the months of November through March.

- (6) If approved by the Director for an annual traffic control permit, payment of the annual traffic control permit fee to the City in the amount of \$352.00.
- (7) The Director is authorized to establish reasonable regulations for the issuance, use, and revocation of annual traffic control permits.

(h) *Plumbing traffic control permits.* For closure of a street, not identified as a major street in the City's Major Street Plan, required for water/sewer main connections and disconnections performed by a plumber who has obtained a permit to excavate in such right-of-way for making a connection or disconnection of a private water or sewer line to a City main line, such plumber may obtain a plumbing traffic control permit for the life of such excavation permit, by payment of an additional fee of \$28.00 per excavation permit.

(i) *Time for restoration of traffic control devices.* All permanent traffic control devices including pavement markings and signs disturbed by work performed pursuant to a traffic control permit shall be restored by the permit holder within 72 hours after completion of the work.

(j) *Festivals.* For closure of a street required by a festival, the applicant shall certify that no less than ten days prior to the proposed festival, all owners or property managers of property adjacent to the street closure have been notified in writing of the (1) name of the event; (2) name of the sponsor organization, if any, including mailing address and telephone number; and (3) date, starting and ending times of the event. The applicant is responsible for collecting and managing recyclable materials and trash generated in conjunction with the festival in accordance with procedures established by the Director, and for post-event cleanup of the streets, sidewalks and public ways. The applicant for a festival permit shall meet all the requirements set forth in this section including the provisions of the application fee, traffic control plan fee if applicable, and the traffic control permit fee.

(k) *Neighborhood block party permits.*

- (1) The neighborhood block party permit authorizes the applicant to barricade a specified portion of a street, not identified as a major street in the City's Major Street Plan, using City approved barricades, denying access to through traffic (except emergency vehicles and residents who reside within the barricaded area) to conduct a neighborhood block party. No fee shall be charged for a neighborhood block party permit.
- (2) The applicant must be either a neighborhood resident or the neighborhood homes association group. The applicant shall be made on a form provided by the Director at his office in City hall. The applicant must provide evidence on the application

form that all of the residents who live in the blocked off area have been notified in writing of the proposed neighborhood block party and that a minimum of 60 percent of these residents are in favor.

- (3) Neighborhood block parties shall be conducted only between the hours of 7:00 a.m. and 10:00 p.m. The applicant is responsible for collecting and managing recyclable materials and trash generated in conjunction with the neighborhood block party in accordance with procedures established by the Director and for post-event cleanup of the streets, sidewalks and public ways.

(l) *Trailers or dumpsters.* The fee to place a trailer or dumpster in the sidewalk, non-roadway area of the right-of- way or street right-of- way shall consist of an application fee of \$59.00 and a traffic control permit fee resulting from that obstruction within the right-of- way. For the placement of a single trailer or dumpster, not in excess of 50 feet in length, used for purposes of construction or demolition work, placed in the sidewalk, non-roadway area of the right-of-way or the curb lane of street right-of- way areas of a street, not identified as a major street in the City's Major Street Plan, an applicant may elect to pay a flat traffic control fee of \$12.00 per day or portion thereof instead of the other traffic control permit fees provided in this section, in which case there shall be no application fee charged.

- (m) *Waiver.* Fees set forth in this section shall not apply to the following:

- (1) Except for the Water Services Department and the Aviation Department, City Departments and their contractors performing roadway or roadway feature related work, including landscaping, maintenance or repair.
- (2) Firms or agencies required by the City to relocate utilities.
- (3) Transportation facility improvement projects funded by federal, state or local governments.
- (4) When the Director finds that it is necessary to close the street for the immediate protection of public safety.
- (5) That portion of a project by a private developer that involves improvements to existing infrastructure and facilities in the public right of way, including but not limited to utilities, sidewalks, acceleration lanes, deceleration lanes, turn lanes and traffic signals, so long as the increase of the operating capacity or revised geometrics of said infrastructure and facilities is not primarily required to serve the development.

(n) *Double fees.* Absent an emergency situation, as defined by the Director in rules and regulations which reflect the need for prompt action to protect the public safety, the fees

established by this section shall be doubled for any permit and associated inspection if work is commenced prior to obtaining a permit.

(o) *Emergency parking restrictions.* The Director may establish emergency parking restrictions or prohibitions upon any street or part thereof upon the request of any responsible applicant when the parking restrictions are necessary for construction or other special conditions. The applicant shall notify the Public Works Department immediately when construction is complete or when any special conditions cease to exist.

(p) *Traffic control devices.* The Director may install, allow or require responsible applicants to install, traffic control devices giving notice of the approved emergency parking restrictions or prohibitions permitted under subsection (o) of this section. If an applicant installs traffic control devices, then the applicant shall immediately notify the Public Works Department when the traffic control devices are installed and shall immediately remove the traffic control devices when construction is complete or the special conditions end.

(q) *Use of fees for traffic control purposes.* All fees collected pursuant to this section shall be allocated to the Public Works Department to be used for traffic control purposes.

(r) *Adjustment of fees.* The City Manager shall have the authority to adjust the fees listed in this section to reflect the change in the consumer price index (all items / all urban consumers/ Midwest urban) published by the United States Department of Labor, Bureau of Labor Statistics. The adjustments, if any, shall be made annually by the Director in conjunction with the adoption of the annual budget of the City by filing a notice with the City Clerk.  
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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	<b>Fact Sheet Color Codes</b> User Entered Field User Select From Menu For OMB Use		
	Sponsor(s)  Programs, Departments, or Groups Affected  Sub-Program in Budget (page #)		
Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department	Other
	Staff Recommendation		
Citywide Business Plan Goal	Board or Commission Recommendation		
Citywide Business Plan Objective	<b>Future Impacts</b>  		
	Cost of Legislation current Fiscal Year		
Citywide Business Plan Strategy	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
	Applicable Dates:		
	Prepared by:		
	Date Prepared:		
	Reviewed by:		
	Date Reviewed		
	Reference Numbers		



COMPARED VERSION  
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. TMP-1196

..title

Amending Code of Ordinances Section 70-39 pertaining to the authority of the Public Works Director to close streets by repealing said section and enacting in lieu thereof a new section of like number and subject matter to add requirements to the street closure policy.

..body

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Section 70-39, Code of Ordinances, pertaining to the authority of the Public Works Director to close streets, by repealing said section and enacting in lieu thereof a new section of like number and subject matter to read as follows:

**Sec. 70-39. Authority of Director to close streets, sidewalks and other travelways; authority to establish emergency parking restrictions.**

(a) *Definitions.* As used in this section:

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*Active Work Zone* means where construction, maintenance or utility workers are on the roadway or sidewalk or on the shoulder of the roadway and workers are adjacent to an active travel lane.

*Average Daily Traffic (ADT)* means the following expected average daily traffic for the road classifications in the City's Major Street Plan, approved by City Council Ordinance 40346, October 7, 1971 as amended, unless an applicant provides traffic counts obtained under the supervision of a professional engineer, in which case those counts, if approved by the City, may be used in lieu of the values specified herein.

Classification	Expected ADT	ADT to be used
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Secondary arterials	5,000 to 10,000 veh. per day	5,000 veh. per day
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*Block* means a piece or parcel of land entirely surrounded by public highways, streets, streams, railway rights-of-way or parks, or a combination thereof. The Director of Codes Administration shall decide any question regarding the limits or extent of a block.

*Detour distance* means:

- (1) The distance of a lane closure including approaches if only a portion of the public right-of- way is closed so that traffic is diverted to different lanes in the same public right-of- way as determined by a traffic control plan approved by the Director of Public Works, and
- (2) The distance of the alternate route as determined by a traffic control plan approved by the Director resulting from a complete closure of the public right-of- way.

*Director* means the Director of Public Works of Kansas City unless otherwise defined herein.

*Emergency* means a condition that poses a clear and immediate danger to life or health, or a significant loss of property or requires immediate repair or replacement in order to restore service to a customer.

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*Person* means an individual, firm association, partnership, limited liability company, corporation or any other organization.

*Right-of-way* means an area of land designated and reserved for public travel whether vehicular or pedestrian and includes a street, a median, a parkway, pedestrian sidewalk and bikeway.

*Traffic control permit fee formula* means the basic formula to determine the amount of the fee for closing driving lanes of a road to be applied as follows:

The ADT for the designated classification of the road is multiplied by the number of days for closure of the street or part thereof, multiplied by the detour distance in linear miles, multiplied by the unit cost, multiplied by the specified factor for direction of travel, multiplied by the specified factor for driving lanes.

*Unit cost (UC)* shall be \$0.17 per linear mile which shall be adjusted annually to the nearest cent by the Director to reflect the change in the consumer price index (all items/all urban consumers/Kansas City, Missouri/Kansas) published by the United States Department of Labor, Bureau of Labor Statistics.

*Weekend* means the period from Friday evening at 5:00 p.m. through Monday morning at 7:00 a.m.

(b) *Traffic control permits.* The Director shall have authority to close or issue a permit to close any street, sidewalk, or any other City maintained public right-of- way or part

thereof when, in the Director's opinion, the closing is necessary for construction, maintenance, or for the protection of public health or safety or other special condition. Except for an emergency, no street, sidewalk or other City maintained portion of public right-of-way shall be closed by any person to traffic for any purpose without first obtaining a traffic control permit from the Director of Public Works. In the event a person causes a closure required by an emergency, such person shall file an application for a traffic control permit and pay the appropriate fees associated therewith the next regular business day after the closure. The Director shall have authority to establish reasonable regulations for the issuance, use, revocation and denial of such permits. Nothing in this section shall authorize the use of a public sidewalk for a commercial purpose.

(c) *Application fee.* An application fee of \$88.00 shall accompany each application for a traffic control permit. The application fee is to defray the various costs incurred by the City in investigating and processing the applications and issuing the permit and inspection of the site of the traffic control. The application fee is not refundable.

(d) *Form of application.* An application for a traffic control permit shall be completed on a form furnished by the Director and shall include a detailed traffic control plan.

(e) *Traffic control plan.* A traffic control plan submitted to the Director for approval shall comply with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) in force on the date of the application and shall include a dimensioned drawing that identifies the following:

- (1) The location of the right- of-way to be closed, including all approaches.
- (2) The location of a detour route.
- (3) The location of all traffic control devices required for the closure of the right-of-way and signage for the detour route(s). No traffic control device shall be placed more than 300 feet from an active work zone unless approved by the Director prior to the placement of the traffic control device.
- (4) If applicant does not provide a traffic control plan, upon request by the applicant, the Department of Public Works will prepare a plan and applicant shall pay the City a nonrefundable fee in the amount of the direct costs and overhead incurred by the Department of Public Works as determined by the Director. In no event will such fee be less than \$150.00.
- (5) The traffic control plan shall anticipate the performance of continuous construction activities. If construction activities are not being continuously performed within the entire active work zone for a period of 48 hours, excluding weekends, the permit holder must immediately restore the work zone and remove traffic control devices unless exempted by the Director.

(f) *Traffic control permit fees.* In addition to the application fee, and a traffic control plan preparation fee if applicable, a traffic control permit fee shall be charged for the closure of

the public right-of- way. The amount of the traffic control permit fee shall be the sum of the fees for each direction of travel determined by applying the traffic control fee formula using the following factors:

- (1) Factor for direction of travel. For a two-way street, the factor for each direction of travel shall be 0.58. For a one-way street, the factor for direction of travel shall be 1.17.
- (2) Factor for driving lanes. The factor for driving lanes shall be as set out in the following chart:

Total number of driving lanes for the direction of travel	Number of driving lanes closed for the direction of travel				
	1	2	3	4	5
1 lane	1.15				
2 lanes	0.46	1.17			
3 lanes	0.23	0.69	1.17		
4 lanes	0.17	0.46	0.75	1.17	
5 lanes	0.12	0.40	0.64	0.81	1.17

- (3) For lane closures between 9 a.m. and 4 p.m. if the lane is otherwise opened for public travel, the traffic control permit fee shall be reduced by 50 percent. For lane closures between 6 p.m. and 7 a.m. if the lane is otherwise opened for public travel, the traffic control permit fee shall be reduced by 70 percent. If the closure of a lane is limited to Saturday, Sunday or a holiday, the traffic control permit fee shall be reduced by 70 percent.
- (4) For each alley within a block, the traffic control permit fee shall be \$1.74 per day or portion thereof.
- (5) Turn lanes and lanes for bus stops shall be treated as driving lanes.
- (6) For intersections, the lanes for each direction of travel of the intersecting street shall be treated separately.
- (7) The minimum detour distance to be used to calculate the traffic control permit fee shall be 0.0625 miles.
- (8) Parking lanes with meters: For parking lanes with meters, the traffic control permit fee shall be \$3.47 per meter per day or portion thereof, except for Saturday, Sunday and holidays.
- (9) Parking lanes without meters: For regulated parking lanes without meters, the traffic control permit fee shall be 63 cents per day or portion thereof for each 20 feet of such right-of- way closed.

- (10) A parking lane with designated hours for parking shall be considered a driving lane if it is closed during the hours when parking is prohibited.
- (11) Sidewalk/non-roadway area: For sidewalk/non roadway area, the traffic control permit fee shall be 67 cents per day or portion thereof for each 20 feet of sidewalk or non-roadway area of such right- of-way closed. If sidewalk/non-roadway area is closed in conjunction with the adjacent lane closure, the traffic control permit fee for sidewalk/non-roadway area shall be reduced by 50%.

(g) *Annual permits.* In lieu of a traffic control permit issued by the Director under the requirements contained in subsections (c), (d), (e), and (f) of this section, the Director may issue an annual traffic control permit for each construction or maintenance vehicle used in a partial blockage of a street, sidewalk, or other City maintained public right-of-way to a qualified applicant complying with all of the following conditions:

- (1) Those utilities and other companies operating under a franchise agreement with the City, telecommunications companies paying the occupational license taxes required by sections 40-360 and 40-361, Code of Ordinances, City Departments, and contractors acting as an agent for same, if experienced in proper traffic control procedures and approved by the Director, and the approved agent(s) for the recognized statewide utility locating network, of which the City is a member, are eligible for annual traffic control permits.
- (2) An annual traffic control permit issued for and exclusively assigned to a particular vehicle of the qualified applicant.
- (3) An annual traffic control permit shall not apply to more than one right- of-way closure during the same time period.
- (4) An annual traffic control permit shall not apply to closures involving more than one half of the total number of traffic lanes of a street, to closures that extend beyond 500 feet, and closures that include an intersection of two streets.
- (5) The annual traffic control permit will only exempt the permit holder from the requirements for an individual traffic control permit if:
  - a. The reason for the closure is nondestructive work in the public right-of-way; or
  - b. An excavation including all pavement is completely restored and open for normal traffic flow in the street, sidewalk or other City maintained right-of-way within 72 hours, provided that temporary street surface repairs with cold mix asphalt patching material are acceptable during the months of November through March.

(6) If approved by the Director for an annual traffic control permit, payment of the annual traffic control permit fee to the City in the amount of \$352.00.

(7) The Director is authorized to establish reasonable regulations for the issuance, use, and revocation of annual traffic control permits.

(h) *Plumbing traffic control permits.* For closure of a street, not identified as a major street in the City's Major Street Plan, required for water/sewer main connections and disconnections performed by a plumber who has obtained a permit to excavate in such right-of-way for making a connection or disconnection of a private water or sewer line to a City main line, such plumber may obtain a plumbing traffic control permit for the life of such excavation permit, by payment of an additional fee of \$28.00 per excavation permit.

(i) *Time for restoration of traffic control devices.* All permanent traffic control devices including pavement markings and signs disturbed by work performed pursuant to a traffic control permit shall be restored by the permit holder within 72 hours after completion of the work.

(j) *Festivals.* For closure of a street required by a festival, the applicant shall certify that no less than ten days prior to the proposed festival, all owners or property managers of property adjacent to the street closure have been notified in writing of the (1) name of the event; (2) name of the sponsor organization, if any, including mailing address and telephone number; and (3) date, starting and ending times of the event. The applicant is responsible for collecting and managing recyclable materials and trash generated in conjunction with the festival in accordance with procedures established by the Director, and for post-event cleanup of the streets, sidewalks and public ways. The applicant for a festival permit shall meet all the requirements set forth in this section including the provisions of the application fee, traffic control plan fee if applicable, and the traffic control permit fee.

(k) *Neighborhood block party permits.*

(1) The neighborhood block party permit authorizes the applicant to barricade a specified portion of a street, not identified as a major street in the City's Major Street Plan, using City approved barricades, denying access to through traffic (except emergency vehicles and residents who reside within the barricaded area) to conduct a neighborhood block party. No fee shall be charged for a neighborhood block party permit.

(2) The applicant must be either a neighborhood resident or the neighborhood homes association group. The applicant shall be made on a form provided by the Director at his office in City hall. The applicant must provide evidence on the application form that all of the residents who live in the blocked off area have been notified in writing of the proposed neighborhood block party and that a minimum of 60 percent of these residents are in favor.

- (3) Neighborhood block parties shall be conducted only between the hours of 7:00 a.m. and 10:00 p.m. The applicant is responsible for collecting and managing recyclable materials and trash generated in conjunction with the neighborhood block party in accordance with procedures established by the Director and for post-event cleanup of the streets, sidewalks and public ways.

(l) *Trailers or dumpsters.* The fee to place a trailer or dumpster in the sidewalk, non-roadway area of the right-of-way or street right-of-way shall consist of an application fee of \$59.00 and a traffic control permit fee resulting from that obstruction within the right-of-way. For the placement of a single trailer or dumpster, not in excess of 50 feet in length, used for purposes of construction or demolition work, placed in the sidewalk, non-roadway area of the right-of-way or the curb lane of street right-of-way areas of a street, not identified as a major street in the City's Major Street Plan, an applicant may elect to pay a flat traffic control fee of \$12.00 per day or portion thereof instead of the other traffic control permit fees provided in this section, in which case there shall be no application fee charged.

(m) *Waiver.* Fees set forth in this section shall not apply to the following:

- (1) Except for the Water Services Department and the Aviation Department, City Departments and their contractors performing roadway or roadway feature related work, including landscaping, maintenance or repair.
- (2) Firms or agencies required by the City to relocate utilities.
- (3) Transportation facility improvement projects funded by federal, state or local governments.
- (4) When the Director finds that it is necessary to close the street for the immediate protection of public safety.
- (5) That portion of a project by a private developer that involves improvements to existing infrastructure and facilities in the public right of way, including but not limited to utilities, sidewalks, acceleration lanes, deceleration lanes, turn lanes and traffic signals, so long as the increase of the operating capacity or revised geometrics of said infrastructure and facilities is not primarily required to serve the development.

(n) *Double fees.* Absent an emergency situation, as defined by the Director in rules and regulations which reflect the need for prompt action to protect the public safety, the fees established by this section shall be doubled for any permit and associated inspection if work is commenced prior to obtaining a permit.

(o) *Emergency parking restrictions.* The Director may establish emergency parking restrictions or prohibitions upon any street or part thereof upon the request of any responsible

applicant when the parking restrictions are necessary for construction or other special conditions. The applicant shall notify the Public Works Department immediately when construction is complete or when any special conditions cease to exist.

(p) *Traffic control devices.* The Director may install, allow or require responsible applicants to install, traffic control devices giving notice of the approved emergency parking restrictions or prohibitions permitted under subsection (o) of this section. If an applicant installs traffic control devices, then the applicant shall immediately notify the Public Works Department when the traffic control devices are installed and shall immediately remove the traffic control devices when construction is complete or the special conditions end.

(q) *Use of fees for traffic control purposes.* All fees collected pursuant to this section shall be allocated to the Public Works Department to be used for traffic control purposes.

(r) *Adjustment of fees.* The City Manager shall have the authority to adjust the fees listed in this section to reflect the change in the consumer price index (all items / all urban consumers/ Midwest urban) published by the United States Department of Labor, Bureau of Labor Statistics. The adjustments, if any, shall be made annually by the Director in conjunction with the adoption of the annual budget of the City by filing a notice with the City Clerk.

..end

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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney



**File #: 211031**

ORDINANCE NO. 211031

Authorizing the Director of Public Works to execute a construction contract with Gunter Construction in the amount of \$1,297,415.00 for traffic calming measures at up to 50 locations throughout the City as part of the Vision Zero Initiative; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, on May 14, 2020, the Council expressed support in adopting a goal of eliminating traffic deaths and serious injuries by the year 2030 through Committee Substitute for Resolution No. 200019; and

WHEREAS, Committee Substitute for Resolution No. 200019 directed a Vision Zero Task Force be formed to create and implement a Vision Zero Action Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute a construction contract with Gunter Construction for implementing the Vision Zero Action Plan by improving up to 50 locations with traffic calming measures such as speed bumps, with a total contract price of \$1,297,415.00 from funds previously appropriated to the following fund:

22-3090-897080-611060-89008533	Vision Zero Fund	\$1,297,415.00
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A copy of the contract is on file in the office of the Director of Public Works.

Section 2. That the Civil Rights and Equal Opportunity Department, to assure fair representation by socially and economically disadvantaged groups, approved for this project, a fourteen percent (14%) representation by Minority Owned Businesses and twelve percent (12%) representation by Women Owned Businesses.

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 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 and legality:

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Nicole Rowlette  
Assistant City Attorney

# CONTRACT

211031

## Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Approving a Contract for		To authorize execution of a Construction Contract
Traffic Calming - FY22- Citywide Vision Zero		with Gunter Construction

### Details

<p><b>Reason for Contract</b></p> <p>Authorizing the Director of Public Works to execute a construction contract with Gunter Construction, in the amount of \$1,297,415.00; for traffic calming measures at up to 50 locations throughout the City as part of the Vision Zero initiative; and recognizing this ordinance as having an accelerated effective date.</p>
<p><b>Discussion</b> (explain all financial aspects of the proposed legislation, including future implications, any direct/indirect costs, specific account numbers, ordinance references, and budget page numbers.)</p> <p><b>Project Justification</b> Neighborhoods and residents throughout the Kansas City limits have complained about speeding issues. Traffic accidents can lead to serious injury or fatalities. This can be prevented by traffic calming interventions such as speed humps, chicanes and other traffic calming measures.</p> <p><b>Project Description</b> The contract will include construction of up to 50 locations with traffic calming measures throughout the City.</p> <p><b>Solicitation</b> This Project was advertised in accordance with the City's requirements including the City's webpage.</p> <p><b>Project Management Costs</b> The total Project cost is estimated at \$1,297,415.00. Project Management Costs are estimated at \$50,000.00.</p>

### Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Public Works Department
Recommended Awardee	Company
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  Reason for Opposition
Responsibilities	Design Engineering: City  Inspections: City  Construction or Project Management: City  Service Monitoring: City

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)



<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211031
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**LEGISLATION IN BRIEF:**  
 Authorizing the Director of Public Works to execute a \$1,297,415.00 construction contract with Gunter Construction, for traffic calming at up to 50 locations throughout the City as part of Vision Zero initiative; and recognizing this ordinance as having an accelerated effective date.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

**Does this legislation spend money?**  YES Yes/No

*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  NO Yes/No

0

**Does this Legislation Increase Appropriations?**  NO Yes/No

0

**Does this legislation expand the scope of city services, or expand the city's infrastructure?**  NO Yes/No

*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**

*Please note that this contract has a contingency amount of 10% or \$129,742 and project management costs are estimated at \$50,000.00. These cost are included in Section 01 and Section 04. Estimated lifespan is 25 years with no additional operating and maintenance cost.*

*Five years of operational and maintenance costs should be included in Section 04 below.*

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
3090	897080	611060	89008533	1,477,157.00	

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**NET IMPACT ON OPERATIONAL BUDGET** RESERVE STATUS:

	-	-
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**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
3090	Capital Improvements	1,477,157						
<b>TOTAL EXP</b>		1,477,157	-	-	-	-	-	-

**NET Per-YEAR IMPACT** (1,477,157)

**NET IMPACT ( SIX YEARS)** **(1,477,157.00)**

REVIEWED BY Charles Leap DATE 11/8/2021



**File #: 211032**

ORDINANCE NO. 211032

Authorizing an agreement in the amount of \$544,988.00 with Alta Planning + Design for design services in the comprehensive sidewalks construction prioritization plan; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, on August 10, 2017, the Council expressed support in a data-driven systematic sidewalk program to prioritize sidewalk inspections and repairs through Committee Substitute for Resolution 170516; 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 agreement with Alta Planning + Design for design services in comprehensive sidewalks construction prioritization plan, with a total contract price of \$544,988.00 from GO Bond 2022 Q1 funds previously appropriated to Account No. AL-3522-898077-B-89060854. A copy of the contract is on file in the office of the Director of Public Works.

Section 2. That the Civil Rights Equal Opportunity Department to assure fair representation by socially and economically disadvantaged groups, approved for this project, a fifteen (15%) percent representation by Minority Owned Businesses and eleven and sixty hundredths (11.60%) percent representation by Women Owned Businesses.

Section 3. That this ordinance, relating to 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 foregoing expenditure is to be charged, and a cash balance, otherwise unencumber, 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 and legality:

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Nelson V. Munoz  
Assistant City Attorney

<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211032
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**LEGISLATION IN BRIEF:**  
 Authorizing an agreement in the amount of \$544,988.00 with Alta Planning + Design for design services in the comprehensive sidewalks construction prioritization plan; and recognizing this ordinance as having an accelerated effective date.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

**Does this legislation spend money?**  Yes/No  
*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  Yes/No  
 0

**Does this Legislation Increase Appropriations?**  Yes/No  
 0

**Does this legislation expand the scope of city services, or expand the city's infrastructure?**  Yes/No  
*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**  
 Five years of operational and maintenance costs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
3522	898077	B	89060854	544,988.00	

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**NET IMPACT ON OPERATIONAL BUDGET**

	-	-
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*RESERVE STATUS:*

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
	<b>TOTAL REV</b>	-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
3522	GO Bond 2022 Q1	544,988						-
	<b>TOTAL EXP</b>	544,988	-	-	-	-	-	-

**NET Per-YEAR IMPACT** (544,988)

**NET IMPACT ( SIX YEARS)** (544,988.00)

REVIEWED BY Charles Leap DATE 11/8/2021

# CONTRACT

211032

## Ordinance Fact Sheet

## A-E/Negotiated Form

Brief Title	Approval Deadline	Reason
Design Professional Agreement		To authorize execution of a Design Professional Agreement
Comprehensive Sidewalk Construction Prioritization Plan		with Alta Planning + Design

### Details

**Reason for Contract**  
 Authorizing an agreement in the amount of \$544,988.00 with Alt Planning + Design for design services in the comprehensive sidewalks construction prioritization plan; and recognizing this ordinance as having an accelerated effective date.

### Discussion

#### Project Justification

This project will provide a comprehensive sidewalk prioritization construction plan throughout the City. Based on 750 centerline miles of inspections, the estimated costs of repair is approximately \$350 million. We have an additional ~2100 centerline miles that still need to be inspected. The current GO Bond funding provides \$5M per year. Identifying and prioritizing the sidewalk repair/connectivity is needed.

#### Project Description

The prioritization will consist of the current condition of sidewalks, equity factors, public/community engagement, shortest path analysis for pedestrians, and pedestrian/bike crashes.

#### Solicitation

This Project was advertised in accordance with the City's requirements.

#### Consultant Selection

The consultant selection for this contract included the following:

The Honorable. Eric Bunch 4th District  
 Jason Waldron - Transportation Director  
 Mark Montgomery - Acting City Engineer  
 Uday Manepalli - Public Works

### Roles and Responsibilities

Sponsor	The Hon. Eric Bunch - 4th District
Department or Programs Affected	Public Works Department
Recommended Awardee	Alta Planning + Design
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known.  Reason for Opposition
Responsibilities	Design Engineering: Alta Planning + Design  Inspections: City/Alta Planning + Design  Construction or Project Management: City  Service Monitoring: N/A

### Policy/Program Impact

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	





**File #: 211036**

ORDINANCE NO. 211036

Accepting and approving a grant award agreement in the amount of \$6,000.00 with the Federal Emergency Management Agency to provide funding for cybersecurity through the Transit Security Grant Program; estimating and appropriating \$6,000.00 in the Streetcar Fund; and designating requisitioning authority.

WHEREAS, the City of Kansas City, Missouri, was awarded \$6,000.00 to provide cybersecurity training for the Kansas City Streetcar Operations; and

WHEREAS, the Department of Homeland Security and the Federal Emergency Management Agency jointly include cybersecurity as part of their priorities; and

WHEREAS, the frequency of cybersecurity attacks is rising; NOW THEREFORE,

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

*Section 1. That a grant award agreement between the City of Kansas City, Missouri, acting through its Director of Public Works, and the Federal Emergency Management Agency (“Agency”), whereby the Agency will provide funding for the period beginning October 1, 2021 to May 31, 2023 to assure adequate cybersecurity training for the Kansas City Streetcar Authority, for a total amount not to exceed \$6,000.00 is hereby accepted and approved. A copy of the award agreement, in substantial form, is attached hereto and made a part of hereof by reference.*

*Section 2. That revenue in the following account of the Streetcar Fund is hereby estimated in the following amount:*

22-2085-895318-481000-G89TSGP21    Transit Security Grant Program    \$6,000.00

*Section 3. That the sum of \$6,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Streetcar Fund to the following accounts:*

22-2085-895318-B-G89TSGP21                      *Transit Security Grant Program*                      \$6,000.00

Section 4. That the Director of Public Works is hereby authorized to expend the sum of \$6,000.00 from funds appropriated to account number 21-2085-895318-B-G89TSGP21 for the aforesaid agreement.

..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 and legality:

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Nicole Rowlette  
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	<b>Fact Sheet Color Codes</b> User Entered Field User Select From Menu For OMB Use		
	Sponsor(s)  Programs, Departments, or Groups Affected  Sub-Program in Budget (page #)		
Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department	Other
	Staff Recommendation		
Citywide Business Plan Goal	Board or Commission Recommendation		
Citywide Business Plan Objective	<b>Future Impacts</b>  Cost of Legislation current Fiscal Year		
Citywide Business Plan Strategy	Costs in Future Fiscal Years?		
Citywide Business Plan Strategy	Annual Revenue Increase/Decrease		
Citywide Business Plan Strategy	Applicable Dates:		
Citywide Business Plan Strategy	Prepared by:		
Citywide Business Plan Strategy	Date Prepared:		
Citywide Business Plan Strategy	Reviewed by:		
Citywide Business Plan Strategy	Date Reviewed		
Citywide Business Plan Strategy	Reference Numbers		
Citywide Business Plan Strategy			

<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211036
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**LEGISLATION IN BRIEF:**

Accepting and approving a grant award agreement in the amount of \$6,000 with the Federal Emergency Management Agency to provide funding for cybersecurity through the Transit Security Grant Program; estimating and appropriating \$6,000 in the Streetcar Fund.

**What is the purpose of this legislation?** OPERATIONAL GRANT

*For Accepting financial contributions from Federal State and/or third parties to fund municipal programs. Programs supported by grants may require matching contributions from the City, or for the City to pay for program activities beyond the lifespan of the grant.*

**Does this grant require a match?** NO Yes/No

See Section 00: " Notes" Below

**Does this legislation estimate Grant Revenues?** YES Yes/No

See Section 02 for the New Estimated Revenues by Year.

**Does this legislation estimate Grant Appropriations?** YES Yes/No

See Section 03 Below, Note all future Revenues in Section 04.

**Does this grant create an ongoing expense for the city?** NO Yes/No

See Section 00: " Notes" Below

**Section 00: Notes:**

Accepting and appropriating funds for the Transit Security Grant Program for cybersecurity training, to enhance the cybersecurity awareness of the KC Streetcar team to protect internal assets and maintain continuity of operations.

If this grant is renewable, we do not assume that it will renew. If it is not, the city assumes the full cost in out years.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
2085	895318	481000	G89TSGP21	6,000.00	

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
2085	895318	B	G89TSGP21	6,000.00	

**NET IMPACT ON OPERATIONAL BUDGET**

	-	-
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*RESERVE STATUS:*

**REVENUE SUPPORTED**

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
2085	Streetcar	6,000						
<b>TOTAL REV</b>		<b>6,000</b>	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
2085	Streetcar	6,000						
<b>TOTAL EXP</b>		<b>6,000</b>	-	-	-	-	-	-

**NET Per-YEAR IMPACT**

	-	-	-	-	-	-	-	-
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**NET IMPACT ( SIX YEARS)**

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REVIEWED BY Charles Leap, OMB DATE 11/4/2021









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**File #: 211041**

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ORDINANCE NO. 211041

Amending Section 64-43, Code of Ordinances, by repealing said section pertaining to the Complete Streets policy and enacting in lieu thereof a new section of like number and subject matter to add a requirement that district councilmembers be notified prior to the installation of bicycle lanes in that Council district.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Code of Ordinances Section 64-43, Scope of complete streets applicability, is hereby amended by repealing said section and enacting in lieu thereof a new section of like number and subject matter to read as follows:

**Sec. 64-43. Scope of complete streets applicability.**

(a) All transportation facilities owned by the city in the public right-of-way including but not limited to streets, bridges, and all other connecting sidewalks and pathways shall be designed, constructed, and operated to adhere to the intent of complete streets.

(b) The city shall implement complete street elements within the general scope of roadway maintenance projects, which are not considered as major maintenance, and at no significant additional costs.

(c) The city shall incorporate complete street elements and principles into public strategic plans, capital improvement plans, design standards, manuals, rules, regulations, and programs.

(d) The city shall coordinate with, and enforce when applicable, the state, counties, public transportation providers, and neighboring jurisdictions to ensure that streets, bridges, and all other sidewalks and pathways connecting to other jurisdictions comply with the intent of complete streets. School districts, community improvement districts, and other special taxing districts shall comply with this complete streets article to ensure that streets, bridges, and all other connecting sidewalks and pathways not owned by the city but which are within the city limits comply with the intent of complete streets.

(e) Private developments shall accommodate multimodal connections in accordance with chapter 88, Code of Ordinance.

(f) The city shall approach every transportation improvement and project phase as an opportunity to create safer, more accessible streets for users. These phases include, but are not limited to programming, studies, pre-design, design, right-of-way acquisition, construction, construction engineering, reconstruction, operation, and major maintenance.

(g) The city shall include any improvements recommended by the Bike KC Plan and Trails KC Plan during all transportation improvements and project phases including but not limited to programming, studies, pre-design, design, right-of-way acquisition, construction, construction engineering, reconstruction, operations and major maintenance.

(h) All new or geometrically redesigned intersections shall be built with sufficient widths for safe bicycle and pedestrian use including crosswalks and appropriate pedestrian signalization equipment. The design of crosswalks and appropriate pedestrian signalization will be included even where sidewalks or bicycle accommodations are not available on the approach roadway so as to provide for safe crossings until such time that the approach streets are upgraded in accordance with this policy.

(i) Any new bridge or rehabilitated bridge that is likely to remain in place for 25 years or longer shall be designed and built with the intent to accommodate sufficient widths for safe bicycle facilities as identified on public strategic plans and pedestrian use. Bridges, viaducts, overpasses, and underpasses shall be designed and built with a sidewalk. Bridges, viaducts, overpasses, and underpasses shall be designed and built with facilities recommended in the adopted. Sidewalks and bike facilities as identified in the Bike KC plan and Trails KC plan shall be included regardless of the presence of such facilities on the approach roadway.

(j) Notification to both councilmembers in the district in which a bicycle lane(s) is proposed to be installed is required prior to the planning and design of the bicycle lane(s).

..end

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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney

COMPARED VERSION  
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. TMP-1219

~~..title~~

Amending Section 64-43, Code of Ordinances, by repealing said section pertaining to the Complete Streets policy and enacting in lieu thereof a new section of like number and subject matter to add a requirement that district councilmembers be notified prior to the ~~planning and design~~installation of bicycle lanes in that Council district.

~~..body~~

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Code of Ordinances Section 64-43, Scope of complete streets applicability, is hereby amended by repealing said section and enacting in lieu thereof a new section of like number and subject matter to read as follows:

**Sec. 64-43. Scope of complete streets applicability.**

~~(a)~~ ~~(a)~~ All transportation facilities owned by the ~~city~~City in the public right-of-way including but not limited to streets, bridges, and all other connecting sidewalks and pathways shall be designed, constructed, and operated to adhere to the intent of ~~complete streets~~Complete Streets.

~~(b)~~ ~~(b)~~ The ~~city~~City shall implement ~~complete street~~Complete Street elements within the general scope of roadway maintenance projects, which are not considered as major maintenance, and at no significant additional costs.

~~(c)~~ ~~(c)~~ The ~~city~~City shall incorporate ~~complete street~~Complete Street elements and principles into public strategic plans, capital improvement plans, design standards, manuals, rules, regulations, and programs.

~~(d)~~ ~~(d)~~ The ~~city~~City shall coordinate with, and enforce when applicable, the ~~state~~State of Missouri, counties, public transportation providers, and neighboring jurisdictions to ensure that streets, bridges, and all other sidewalks and pathways connecting to other jurisdictions comply with the intent of ~~complete streets~~Complete Streets. School districts, community improvement districts, and other special taxing districts shall comply with this ~~complete streets~~Complete Streets ordinance to ensure that streets, bridges, and all other connecting sidewalks and pathways not owned by the ~~city~~City but which are within the city limits comply with the intent of ~~complete streets~~Complete Streets.

~~(e)~~ ~~(e)~~ Private developments shall accommodate multimodal connections in accordance with ~~chapter~~Chapter 88, Code of ~~Ordinance~~Ordinances.

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~~(f) (f)~~ The ~~city~~City shall approach every transportation improvement and project phase as an opportunity to create safer, more accessible streets for users. These phases include, but are not limited to programming, studies, pre-design, design, right-of-way acquisition, construction, construction engineering, reconstruction, operation, and major maintenance.

~~(g) (g)~~ The ~~city~~City shall include any improvements recommended by the Bike KC Plan and Trails KC Plan during all transportation improvements and project phases including but not limited to programming, studies, pre-design, design, right-of-way acquisition, construction, construction engineering, reconstruction, operations and major maintenance.

~~(h) (h)~~ All new or geometrically redesigned intersections shall be built with sufficient widths for safe bicycle and pedestrian use including crosswalks and appropriate pedestrian signalization equipment. The design of crosswalks and appropriate pedestrian signalization will be included even where sidewalks or bicycle accommodations are not available on the approach roadway so as to provide for safe crossings until such time that the approach streets are upgraded in accordance with this policy.

~~(i) (i)~~ Any new bridge or rehabilitated bridge that is likely to remain in place for 25 years or longer shall be designed and built with the intent to accommodate sufficient widths for safe bicycle facilities as identified on public strategic plans and pedestrian use. Bridges, viaducts, overpasses, and underpasses shall be designed and built with a sidewalk. Bridges, viaducts, overpasses, and underpasses shall be designed and built with facilities recommended in the adopted. Sidewalks and bike facilities as identified in the Bike KC ~~plan~~Plan and Trails KC ~~plan~~Plan shall be included regardless of the presence of such facilities on the approach roadway.

**No Fact Sheet  
for  
Ordinance  
211041**



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**File #: 211046**

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RESOLUTION NO. 211046

RESOLUTION - Directing the City Manager to develop a plan to provide education to the public regarding bicycle lanes and multimodal infrastructure and to identify funding to support citywide bicycle and motorist safety campaigns and outreach programs.

WHEREAS, the City of Kansas City has the responsibility to educate all residents when new bicycle lanes are added to our city streets ahead of time to promote safety for all; and

WHEREAS, bicycle lanes are being incorporated into our multimodal transportation system; and

WHEREAS, the City is committed to keeping our roads safe for all motorists, cyclists and pedestrians; and

WHEREAS, the City is responsible for implementing the Complete Streets ordinance and design guidelines to support safer infrastructure for all modes of travel; and

WHEREAS, bicyclists are granted all of the rights and are subject to all of the duties applicable to the driver of a vehicle; and

WHEREAS, all motorists, bicyclists and pedestrians need education to navigate safely on City streets; and

WHEREAS, as bicyclists and motorists share a roadway, it is important for both parties to understand, respect and follow the roadway striping, signage and pavement markings of bicycle lanes; and

WHEREAS, it is helpful for bicyclists, motorists and the public to have knowledge of the current and proposed locations of the bicycle lanes and the rules and rights of the road as it pertains to bicyclists and motorists; NOW THEREFORE,

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

That the City Manager is directed to develop a plan to provide education to the public regarding bicycle lanes and multimodal infrastructure and to identify funding to support citywide bicycle and motorist safety campaigns and outreach programs.

..end

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**No Fact Sheet  
for  
Resolution  
211046**



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**File #: 211056**

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ORDINANCE NO. 211056

Authorizing a \$67,500.00 Design Professional Services Agreement Amendment No. 2 to Contract No. 1498, with Patti Banks Associates, LLC d/b/a Vireo, for the Green Infrastructure Demonstration - Phase II (SLBE-WSDEPS) project; authorizing an extension of the term of the contract for an additional three years for a total term not to exceed six years without further City Council approval; and authorizing a total contract amount of \$537,500.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute Design Professional Services Amendment No. 2 to Contract No. 1498 in the amount of \$67,500.00, for a total contract amount of \$537,500.00, with Patti Banks Associates, LLC d/b/a Vireo, for the Green Infrastructure Demonstration - Phase II (SLBE-WSDEPS) project, Project No. 81000717. A copy of the amendment 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 \$67,500.00 from Account No. 22-8110-807769-81000717, Overflow Control Program, to satisfy the cost of this amendment.

Section 3. That the Director of the Water Services Department is authorized to extend the term of Contract No. 1498, with Patti Banks Associates, LLC d/b/a Vireo, for an additional three (3) years for a total term not to exceed six (6) years without further City Council approval for a total contract amount of \$537,500.00.

..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 Queen  
Finance Director

Approved as to form and legality:

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Mark P. Jones  
Assistant City Attorney

# CONTRACT

211056

## Ordinance Fact Sheet

## Amendment Form

Brief Title	Approval Deadline	Reason
Authorizing a Design Professional Services Amendment No. 2 to Contract No. 1498 for the Green Infrastructure Demonstration - Phase II (SLBE-WSDEPS) project.		To authorize execution of a design professional services amendment and to authorize a term extension.

**Details**

**Reason for Contract**

In 2010, the City of Kansas City, Missouri entered into a Consent Decree with the United States Environmental Protection Agency (EPA) to reduce the volume and frequency of overflows from the City's sewer system over a 25-year period. In March 2021 the Consent Decree was modified to include additional interim and revised final performance criteria and to extend its duration to 30 years. The City's Smart Sewer Program is currently in year 11 of a 30-year implementation period.

This project will utilize green infrastructure technologies to capture stormwater flows prior to entering the combined sewer system in the Northeast Industrial District and Gooseneck basins.

**Discussion**

**Contract Summary**  
City Council passed Ordinance No. 150199 on May 26, 2015, authorizing Design Professional Services Contract No. 1150 with Patti Banks Associates LLC dba Vireo for a multi-phased approach for design of a Green Infrastructure Demonstration project.

The original contract provided for design professional services to assess new green infrastructure technologies for their ability to capture stormwater flows prior to entering the combined sewer system. Phase I included concept design and final design of the following project areas:

- Kansas City Veteran's Administration Medical Center - 4801 Linwood Boulevard,
- Avenue of Life - 5117 East 31st Street, and
- East High School - 1924 Van Brunt Boulevard.

City Council passed Ordinance No. 180346 on May 10, 2018, authorizing Design Professional Services Contract No. 1498, in the amount of \$350,000.00, for bid phase services and construction phase services for the Green Infrastructure Demonstration project areas, commencing Phase II of the project.

City Council passed Ordinance No. 200621 on August 27, 2020, authorizing Amendment No. 1 to Contract No. 1498, in the amount of \$120,000.00, to account for additional construction phase services beyond the scope of the initial contract.

**Project Justification**  
The purpose of this project is to utilize green infrastructure to capture stormwater flows prior to entering the combined sewer system, thereby reducing the volume and frequency of combined sanitary sewer overflows.

**Roles and Responsibilities**

Sponsor	Water Services Department
Department or Programs Affected	Smart Sewer Program
Recommended Awardee	Patti Banks Associates LLC dba Vireo
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering: Patti Banks Associates LLC dba Vireo  Inspections: N/A  Construction or Project Management: N/A  Service Monitoring: N/A

**Policy/Program Impact**

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	





# SLBE Contract Review Request

Green Infrastructure  
Demonstration Project

Date: May 14, 2013  
 To: Phillip Yelder, Human Relations Department  
 From: Andy Shively, Water Services Department

Project Number 81060717		Project Name Green Infrastructure Pilot: Additional Pilot - OCP 2013	
Contract ID Number 1150		Estimated Cost: <sup>1</sup> \$400,000	Solicitation Date: April, 2014
Estimated Project Duration: Note: Click the box to select			
Contract Category:	<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services
	<input type="checkbox"/> Lease	<input type="checkbox"/> Non-Municipal Agency	<input type="checkbox"/> Service/Maintenance
	<input type="checkbox"/> Other (Enter Type):		
Funding:	<input checked="" type="checkbox"/> City	<input type="checkbox"/> Other:	
PREVAILING WAGE APPLICABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Description of work: The design of green infrastructure improvements to achieve a higher level of control (capture and store) of a designated volume of runoff within a particular basin to be determined.			

cc:

<b>FOR HUMAN RELATIONS DEPARTMENT USE ONLY:</b>	
<input checked="" type="checkbox"/> SLBE Limited Solicitation (Following a selection, enter Contractor information below and forward a copy to HRD.)	
<input type="checkbox"/> Bid Incentive <sup>2</sup>	_____ % (Following a selection, enter Contractor information and forward a copy to HRD.)
<input type="checkbox"/> Pre-Payment <sup>3</sup>	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
<input type="checkbox"/> Exempt	
Human Relations Department	Date: 06/25/13
<b>FOR DEPARTMENT USE ONLY - CONTRACTOR INFORMATION:</b>	
Enter selected firm below and return a copy of this page to HRD.	
Company:	Patti Banks Associates LLC, dba Vireo
Vendor No.:	0000005526
Contact:	Linda deFlon
Address:	999 Walnut St., Suite 700, Komo 64106
Phone:	816-756-5690
Contract Value:	\$ 500,000
Department:	WSD
	Date: 3-10-15

<sup>1</sup> Construction or construction supply contract estimated less than \$300,000 or non-construction contract less than \$117,000.

<sup>2</sup> Bid Incentive not to exceed 3% and not applicable to any contract requiring the payment of prevailing wages.

<sup>3</sup> Pre-Payment of up to 10% of the contract amount to be paid by City upon NTP as set out in the contract documents.

**Project Number:** 81000717  
**Project Name:** Green Infrastructure Pilot: Additional Pilot  
**Project Budget:** \$400,000  
**Projected Start Date:** April, 2014  
**Project Description:** The design of green infrastructure improvements to achieve a higher level of control (capture and store) of a designated volume of runoff within a particular basin to be determined.

Department Use	Dollar Amount	DBE/MBE	WBE
<b>Scopes of Work</b>			
Process	\$ -		
Hydraulics/Piping	\$ 60,000		
Stormwater	\$ 140,000		
CCTV	\$ 20,000		
Modeling	\$ 20,000		
Survey	\$ 40,000		
Smoke Testing	\$ 20,000		
Line Cleaning	\$ 20,000		
Site Civil	\$ 20,000		
Structural	\$ 20,000		
Electrical/Instrument	\$ -		
Mechanical	\$ -		
Landscape Architect	\$ 40,000		
<b>Department Recommended Total</b>	<b>\$ 400,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Department Recommended Goal</b>		<b>0%</b>	<b>0%</b>
<b>Human Relations Department Use Only:</b>			



**DESIGN PROFESSIONAL SERVICES AGREEMENT  
SMALL LOCAL BUSINESS ENTERPRISE (SLBE-WSDEPS)  
PROJECT NO. 81000717    CONTRACT NO. 1498  
GREEN INFRASTRUCTURE DEMONSTRATION – PHASE II  
OFFICE OF THE CITY MANAGER**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Patti Banks Associates LLC dba Vireo (“Design Professional”). City and Design Professional agree as follows:

**PART I**

**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

- A. The services to be provided under this Agreement are for the following project (Project) and purpose:

The purpose of this project is to utilize green infrastructure to capture stormwater flows prior to entering the combined sewer system, thereby reducing the volume and frequency of combined sanitary sewer overflows.

This Project is included in the Federal Consent Decree regarding the City of Kansas City, Missouri’s Overflow Control Plan. All rules and requirements included in the Consent Decree shall be adhered to. The Design Professional should pay special attention to Section XIII of the Consent Decree as it relates to stipulated penalties.

**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.

**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 **\$350,000.00**, as follows:
1. **\$175,224.00** 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. Engineering Fee Summary and Schedule of Position Classifications and the salary range for each position is included as a part of Attachment C.
  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 **\$138,743.00**. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
  4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$36,033.00** 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 of Position Classifications and the salary 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 is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

7. Design Professional's Engineering Fee Summary is contained in Attachment C and represents the basis for the maximum amount that City shall pay 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. Design Professional shall also submit 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, correctly computed, accompanied by a monthly status report, 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 Human Relations Department.

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

**City:**

**Office of the City Manager**  
Andy Shively, P.E.  
Special Assistant City Manager  
4800 E. 63<sup>rd</sup> Street  
Kansas City, MO 64130  
Phone: (816) 513-0304  
Facsimile: (816) 513-0226  
E-mail address: [andy.shively@kcmo.org](mailto:andy.shively@kcmo.org)

**Design Professional:**

**Patti Banks Associates LLC dba Vireo**

Scott Schulte

929 Walnut, Suite 700

Kansas City, MO 64106

Phone: (816) 756-5690

E-mail address: [scott@bevireo.com](mailto:scott@bevireo.com)

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.

**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 Data Requirements**

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

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

**Attachment E –Employee Eligibility Verification Affidavit**

**Attachment F – Truth-In-Negotiation Certificate**

**Attachment G – Affidavit of Compliance with the Federal Consent Decree  
Regarding the City of Kansas City, Missouri Overflow Control  
Plan, Civil Action No. 10-cv-0487-GAF**

**Federal Consent Decree: an electronic copy of the Consent Decree  
in Civil Action No. 10-cv-00497-GAF is available at the following  
web location: [https://www.kcwaterservices.org/wp-  
content/uploads/2013/04/Consent-Decree.pdf](https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf)**

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

**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 H.**

**Sec. 11. Subcontractor Participation Reporting.** Design Professional shall report all subcontractor participation on the City’s Human Relations Department’s B2G system. The Design Professional shall also report self-performance of the work in the City’s Human Relations Department’s B2G system. This report shall be submitted monthly.

**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: July 3, 2018

By: *Linda deFlon*

Name: Linda deFlon

Title: Owner

Date: 7/27/18

**KANSAS CITY, MISSOURI**

By: *Andy Shively*

Name: Andy Shively, P.E.

Title: Special Assistant City Manager

Approved as to form

*[Signature]*  
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.

for *Kathryn Beel* 8/1/18  
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. **Per Project Aggregate Liability Limit** or, where not available, the aggregate limit shall be \$2,000,000

c. **No Contractual Liability Limitation** Endorsement

d. **Additional Insured Endorsement**, ISO form CG20 10, or its equivalent

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

**Workers Compensation Statutory**  
**Employers Liability**

\$100,000 accident with limits of:  
\$500,000 disease-policy limit  
\$100,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the 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.

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 Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled

or changed or its renewal is refused, 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.

#### **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 Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

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

B. 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 Human Relations and the City department administering this Agreement within ten (10) days after the written request is made.

#### **Sec. 16. 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 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, 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 3 of City's Code. Design Professional shall:

1. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, 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 HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

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

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

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and 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 this Contract.

#### **Sec. 17. 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 \$150,000.00. 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. 18. 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. 19. 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. 20. 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. 21. 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. 22. 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 23. 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 <http://www.uscis.gov/e-verify>. 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.

#### **Section 24. Truth-In-Negotiation Certificate**

The Design Professional shall complete and execute the Truth-In-Negotiation Certificate attached hereto as Attachment F and incorporated herein simultaneous with the Design Professional's execution of this Agreement.

#### **Section 25. Consent Decree Project**

The Project being performed by the Design Professional pursuant to this Agreement is subject the Consent Decree entered on September 27, 2010 in the U.S. District Court for the District of Western Missouri, by an between the United States of America, the State of Missouri, and the City of Kansas City, Missouri. The City shall incur significant stipulated penalties in the event that the Project is not completed within the time period required by the Consent Decree. In such case, the Contractor understands that **TIME IS OF THE ESSENCE** hereunder. The Design Professional shall be liable for the actual damages in the amounts set forth below, if the Design Professional fails to fully perform the Project, Scope of Work, Work Product, and Other Services as required hereunder in accordance with the completion schedule and milestones accepted by the City and specified herein. This includes the Design Professional's performance of the Scope of Work, Work Products, provision of all services, and submission in a form acceptable to the City.

The Design Professional understands and agrees that **TIME IS OF THE ESSENCE** and

in the event the Project is not completed within the time period required by the Consent Decree, City shall incur significant stipulated penalties. In the event the Design Professional fails to meet and achieve the completion schedule and milestones approved by the City, Design Professional shall be liable for actual damages to be incurred per day as follows:

Day 1 through Day 30 - \$1000 per day;  
Day 31 through Day 60- \$2000 per day;  
Day 61 and thereafter - \$4000 per day.

These actual damages, along with any and all other damages, costs, and expenses incurred by the City in connection with this Agreement shall be the liability and obligation of the Design Professional. This shall not be the sole remedy of the City and City expressly reserves all rights and remedies available at law or in equity.

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**DESIGN PROFESSIONAL:** Vireo

**Owner:** City of Kansas City, Missouri (CITY)

**Project:** Green Infrastructure Demonstration

**WSD Contract No.:** 1498

**WSD Project No.:** 81000717

**I. GENERAL**

The following paragraphs provide a general description of the Work to be performed by DESIGN PROFESSIONAL under this Scope of Services. Subsequent paragraphs describe in detail the design professional services to be provided for the construction project. Project schedule durations shown below are based on DESIGN PROFESSIONAL's understanding of the anticipated construction period.

**A. The Project and Background Information**

The CITY is undertaking a green infrastructure demonstration project to assess new techniques and their ability to capture storm flows prior to entering the combined sewer system. The CITY's Long-Term Overflow Control Plan (LTCP) has identified green infrastructure pilot projects within the Combined Sanitary Sewer (CSS) basins. This Project is implementing green infrastructure techniques in CSS basins at the following three (3) locations:

- Kansas City Veteran's Administration Medical Center – 4801 Linwood Boulevard
- Avenue of Life – 5117 East 31<sup>st</sup> Street
- East High School – 1924 Van Brunt Boulevard

The DESIGN PROFESSIONAL has developed construction plans and specifications for the Work associated with the Green Infrastructure Demonstration Project (Project). The CITY is contracting with DESIGN PROFESSIONAL to provide:

1. Bid and construction phase services for all of the work included in the Construction Contract documents.
2. Field representative and engineering office construction phase services for the Work included in the Construction Contract documents.

3. Ongoing construction phase services for the East High Athletic Field, and City requested construction package modifications and support subsequent to completion of the design phase contract.
  4. Project closeout services.
  5. The construction phase services described herein are based on a period of 180 calendar days from the construction Contractors' Notice to Proceed to achievement of substantial completion of the Work by the construction Contractors for the East High School Project and based on a period of 300 calendar days from the construction Contractors' Notice to Proceed to achievement of substantial completion of the Work by the construction Contractors for the Avenues of Life and VA Medical Center Project and 90 calendar days thereafter for final project closeout and project management by DESIGN PROFESSIONAL.
- B. Federal Consent Decree.** The Project is included in the Federal Consent Decree pertaining to the City of Kansas City, Missouri's Overflow Control Program. As such, requirements of the Federal Consent Decree must be adhered to by the DESIGN PROFESSIONAL and its subconsultants and subcontractors.
- C. Task Series Listing.** This Basic Scope of Services is organized under the following Task Series:
- Task Series 100 – Project Management and Administration
  - Task Series 600 – Construction Office and Field Support Services
  - Task Series 700 – RPR Services
  - Task Series 800 – Project Closeout Services
  - Task Series 900 – Additional Design Services and Support
- D. Follow-On Phases.** At the discretion of the CITY, the DESIGN PROFESSIONAL may be requested to provide additional construction phase services related to the Project.
- E. Explicit Responsibilities.** The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- F. Responsibilities of CITY:**
1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.

2. The CITY's assigned project manager will serve as the primary point of contact with the Contractor.

A. Limits of Authority. DESIGN PROFESSIONAL shall make reasonable efforts to ensure that the completed work shall conform to the Construction Contract Documents. On the basis of site visits and on-site observations, DESIGN PROFESSIONAL shall keep CITY informed of the progress of the work and shall endeavor to guard CITY against defective work. DESIGN PROFESSIONAL's site visits and on-site observations are subject to all the limitations on DESIGN PROFESSIONAL's authority and responsibility set forth below.

DESIGN PROFESSIONAL shall furnish RPR staff to assist DESIGN PROFESSIONAL in providing more extensive observation of the work. The responsibilities, authority and limitations thereon of any such RPR and assistants shall be as provided herein.

1. DESIGN PROFESSIONAL's authority or responsibility under this agreement shall not create, impose or give rise to any duty owed by DESIGN PROFESSIONAL to CONTRACTOR, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.
2. DESIGN PROFESSIONAL shall not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or performance of the work. DESIGN PROFESSIONAL shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the construction contract documents.
3. DESIGN PROFESSIONAL shall have authority to disapprove or reject work which DESIGN PROFESSIONAL believes to be defective, that DESIGN PROFESSIONAL believes will not produce a completed project that conforms to the construction contract documents, or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the construction contract documents. DESIGN PROFESSIONAL shall also have authority to require special inspection or testing of the work as provided in the construction contract documents, whether or not the work is fabricated, installed or completed.
4. DESIGN PROFESSIONAL shall not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
5. DESIGN PROFESSIONAL's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered shall only be to determine generally that their content complies with the requirements of the contract documents. In the case of certificates of inspections, tests and approvals, DESIGN PROFESSIONAL will

generally determine that the results certified indicate compliance with the contract documents.

6. DESIGN PROFESSIONAL shall be responsible for site safety of DESIGN PROFESSIONAL's staff and subcontract employees. The DESIGN PROFESSIONAL shall supply the required safety equipment and shall ensure that all DESIGN PROFESSIONAL employees and subcontractor employees are properly equipped and trained in all safety procedures and precautions.

The limitations upon authority and responsibility set forth in this agreement shall also apply to DESIGN PROFESSIONAL's consultants, sub consultants, RPR's and assistants.

## **II. PROJECT MILESTONES**

A. DESIGN PROFESSIONAL will complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the Contractor:

1. Task Series 100 – Project management shall be completed within thirty (30) calendar days of completion of Task Series 800.
2. Task Series 600 - Construction Office and Field Support services shall be completed on or before 300 calendar days after Contractor receipt of Notice to Proceed for the Avenues of Life and VA Medical Center Project, as anticipated to complete construction activities.
3. Task Series 700 – Resident Project Representative Services shall be completed within 300 calendar days after Contractor receipt of Notice to Proceed for the Avenues of Life and VA Medical Center Project.
4. Task Series 800 – Project Closeout shall be completed within sixty (60) calendar days of either the Contractor's Submittal of Construction Record Markups, or DESIGN PROFESSIONAL's review of Contractor's Final Application for Payment, whichever occurs later.
5. Task Series 900 – Additional Design Services and Support shall be completed within one hundred twenty (120) calendar days after receipt of Contractor Notice to Proceed for the Avenues of Life and VA Medical Center Project.

## **III. BASIC SCOPE OF SERVICES**

The following paragraphs describe the Scope of Services to be provided by the DESIGN PROFESSIONAL.

## **TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION**

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities described below will be provided by DESIGN PROFESSIONAL.

The Project Management and Administration services are developed based on additional design time frame of four (4) months and total anticipated construction schedule of up to fourteen (14) months. Any changes to this anticipated construction schedule may result in changes to the planned scope of some tasks requiring an adjustment to the Scope of Services and fee for this task as approved by the CITY.

**Task 101 Project Management Services:** DESIGN PROFESSIONAL will provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff related to DESIGN PROFESSIONAL'S scope of services; supervision and coordination of services; scheduling and assignment of personnel resources; submission of a cost-loaded schedule for the work planned; continuous monitoring of DESIGN PROFESSIONAL'S work progress; and quality control of services provided.

**Task 102 Monthly Invoicing and Monthly Status Report:** DESIGN PROFESSIONAL shall prepare and submit one monthly invoice on a form acceptable to the CITY. PDF copies of monthly invoices shall be uploaded to the CITY's project document management system. Labor hours and labor fee for DESIGN PROFESSIONAL and subcontractors shall be itemized by task series on each invoice as follows:

DESIGN PROFESSIONAL shall prepare and submit monthly project status reports which will provide progress for the Project on a form acceptable to the CITY. PDF copies of project status reports shall be uploaded to the CITY's Aconex document management system. Project status report shall accompany the monthly invoice submittal. The monthly progress status reports shall document the DESIGN PROFESSIONAL's work progress, the percentage of completed work, the earned value of the completed work, schedule status, and budget status for each Task Series. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of work percent completion and earned value for each Task Series in the Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

**Task 103 Subconsultant Agreements and Administration:** Prepare a scope, budget, schedule, and agreement for the DESIGN PROFESSIONAL's subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department. Include the monthly M/WBE subcontractor utilization reports with each invoice submitted to CITY.

**Task 104 Document Management:** The DESIGN PROFESSIONAL shall utilize the CITY's Aconex document management system for managing, tracking and storing documents associated with the Projects. Documents will include, but are not limited to, shop drawings, submittal responses between the Contractor, DESIGN PROFESSIONAL and CITY produced during construction. DESIGN PROFESSIONAL shall comply with file protocols and procedures for the Aconex document management system provided by the CITY. DESIGN PROFESSIONAL shall attend training classes provided by the CITY for use of the Aconex system.

### **TASK SERIES 600 – CONSTRUCTION OFFICE & FIELD SUPPORT SERVICES**

To establish the basis for the DESIGN PROFESSIONAL's compensation, Construction Office and Field Support services are based on an anticipated construction schedule of six (6) months for the East High School Project and ten (10) months for the Avenues of Life and VA Medical Center Project. Specific construction phase tasks and services to be performed by DESIGN PROFESSIONAL are described below.

**Task 601 Contractor and Site Owner/Operator Communication:** The DESIGN PROFESSIONAL's project manager and RPR will act as the primary points of contact with the Contractors, and with the site owners and operators as appropriate. All written communication with the Contractors and site representatives, if needed, will be as authorized by the CITY's Project Manager. Any communication between the DESIGN PROFESSIONAL and the Contractors will be copied to the CITY for record. All major project decisions related to potential design modification, construction schedule extensions, and contract price adjustments must be approved in writing by the CITY.

**Task 602 Pre-bid Conference and Bid Addenda:** DESIGN PROFESSIONAL will attend a pre-bid meeting for each construction contract (2) and respond to questions on DESIGN PROFESSIONAL's design regarding interpretation of contract drawings, specifications and technical issues. The pre-bid meeting date, time and place will be provided by the CITY.

DESIGN PROFESSIONAL will assist the CITY with interpretation of the Construction Contract Documents and assist in developing addenda (up to three [3]) as may be required during the bid advertisement period to clarify Construction Contract Documents. DESIGN PROFESSIONAL will incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications for DESIGN PROFESSIONAL's design.

**Task 603 Interpretations of Contract Documents:** DESIGN PROFESSIONAL will issue with reasonable promptness written clarifications or interpretations (which may be in the form of

Drawings) of the requirements of the Drawings and Specifications prepared by the DESIGN PROFESSIONAL as DESIGN PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and Contractor. Interpretation of documents prepared by the CITY shall be performed by the DESIGN PROFESSIONAL and submitted to the CITY for review and approval. DESIGN PROFESSIONAL's interpretations, draft responses to RFIs, and clarifications shall be provided to the CITY for review, approval and the DESIGN PROFESSIONAL shall be responsible for distribution of final version by the CITY to the Contractor, DESIGN PROFESSIONAL and RPRs.

To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum thirty (30) Requests for Interpretation will be completed by DESIGN PROFESSIONAL. DESIGN PROFESSIONAL shall review and respond to RFI items with reasonable promptness.

**Task 604 Preconstruction Conferences:** DESIGN PROFESSIONAL will facilitate a preconstruction conference for each construction contract (2), with the Contractor, CITY, and RPR. The date, time, and location for the preconstruction conference will be determined and provided by the DESIGN PROFESSIONAL in coordination with the Contractor, and CITY. The preconstruction conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal, review, and acceptance of the Contractor's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the Contractor's responsibilities for safety and first aid, and other administrative items; and will address questions. DESIGN PROFESSIONAL will preside over the meeting, will prepare and submit meeting minutes to the CITY for review and approval, and distribute meeting minutes to all parties in attendance of the Preconstruction Conference. The DESIGN PROFESSIONAL will also attend a preconstruction meeting, conducted by other, for the East High Athletic Field construction.

**Task 605 Perform Site Visits:** DESIGN PROFESSIONAL will make site visits as required to review special construction issues and inspections with Contractor and CITY. DESIGN PROFESSIONAL will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. To establish the basis for the DESIGN PROFESSIONAL's compensation, twenty-eight (28) site visits attended by DESIGN PROFESSIONAL are anticipated.

For landscaping components of the project, additional site visits will be necessary to facilitate construction. DESIGN PROFESSIONAL will visit the green infrastructure sites to observe landscape item installations, on-call contractor questions, plant quality and type, grading and bed preparation inspections, and planting inspections. To establish the basis for the DESIGN PROFESSIONAL's compensation, eight (8) site visits attended by the DESIGN PROFESSIONAL are anticipated.

#### **Task 606 Shop Drawings and Data Submittals**

DESIGN PROFESSIONAL will receive, review, and accept shop drawings, samples, and data submitted by the Contractors as required by the Construction Contract Documents. DESIGN

PROFESSIONAL's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the DESIGN PROFESSIONAL is not intended to relieve the Contractor from its responsibility for performance in accordance with the Contract for construction, nor is such review a guarantee that the work covered by the shop drawings is free of errors, inconsistencies or omissions. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

Landscape submittals requiring visits to the nursery, sample reviews, or quarry visits will be completed by DESIGN PROFESSIONAL. A maximum of two (2) landscape related site visits will be performed by the DESIGN PROFESSIONAL.

DESIGN PROFESSIONAL will complete the review and respond to submittal items within fourteen (14) calendar days of receipt thereof for final approval.

1. To establish the basis for the DESIGN PROFESSIONAL's compensation, a maximum of 70 shop drawings at two (2) hours each including resubmittals, are budgeted to be reviewed.

Additional submittals may be reviewed by DESIGN PROFESSIONAL as an Optional Service. CITY will seek reimbursement from Contractor for additional submittal reviews performed by DESIGN PROFESSIONAL as specified in the Construction Contract Documents. Reviews of submittals will be limited to the review of the first initial submittal and one re-submittal, if required, for each specification section.

**Task 607 Attend Progress Meetings:** DESIGN PROFESSIONAL along with the RPR will attend monthly progress meetings and coordination meetings conducted by the Contractor with CITY and other applicable representatives. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the project. The Contractors will be responsible for preparing the agenda and preparing and distributing the meeting notes.

To establish the basis for DESIGN PROFESSIONAL's compensation, DESIGN PROFESSIONAL will attend a maximum of six (6) monthly progress meetings associated with East High School Project, and ten (10) monthly progress meetings associated with Avenues of Life and VA Medical Center Project, assuming a duration of two (2) hours per meeting plus travel; followed by twelve (12) two (2) hour site visits (one per site). DESIGN PROFESSIONAL shall be limited to 2 people.

**Task 608 Assist in Evaluation Claims and Change Order Requests:** DESIGN PROFESSIONAL will assist CITY in evaluating change order requests (includes all work change directives and time extensions) submitted by the Contractor or initiated by DESIGN PROFESSIONAL issuance of request for proposal. DESIGN PROFESSIONAL will evaluate the construction cost and schedule impact of each change order request. DESIGN PROFESSIONAL will assist with determining a fair price for the Work and evaluating the potential impact of each

change order request on the Contractor's construction schedule. DESIGN PROFESSIONAL will review change order requests and cost proposals prepared by the Contractor for the contemplated work. The DESIGN PROFESSIONAL will prepare a written recommendation stating the reason for each change order request and recommended action by CITY. The DESIGN PROFESSIONAL will negotiate change order requests with Contractor on CITY's behalf for approval by the CITY prior to Contractor's start of work defined in each change order request. If the CITY determines that Contractor must competitively bid certain subcontractor work covered under a change order request, DESIGN PROFESSIONAL will review bids of the Contractor and provide a written recommendation of those bids to the CITY if authorized under Optional Services. DESIGN PROFESSIONAL will prepare for CITY review and execution all change orders covering changes in the Work, changes in the contract price or contract times for work defined in change order requests and agreed upon by CITY and Contractor.

To establish the basis for DESIGN PROFESSIONAL's compensation, a maximum of fifteen (15) change orders and associated work change directives have been budgeted for the project. Additional change orders shall be provided as Optional Services.

**Task 609 Substantial Completion Inspection:** The DESIGN PROFESSIONAL shall perform an inspection for each construction contract at substantial completion and prepare a punch list of deficiencies requiring completion or correction. The DESIGN PROFESSIONAL shall submit to the CITY a statement of substantial completion.

**Task 610 Final Completion Inspection:** The DESIGN PROFESSIONAL and RPR shall perform a final inspection for each construction contract of the Work to determine if punch list of deficiencies from Substantial Completion Inspection have been corrected. The DESIGN PROFESSIONAL shall submit to the CITY a statement of final completion.

**Task 611 Utility Coordination:** DESIGN PROFESSIONAL will assist CITY and Contractor with coordination of private and public utility conflicts and service interruptions.

**Task 612 Review Contractor's Schedules:** DESIGN PROFESSIONAL will receive, review, and comment on the Contractor's schedules and advise CITY as to the acceptability. This task is based on review of the initial proposed schedule for each project, and monthly updates of the construction schedule and schedule of submittals.

1. Construction Schedule. Review of Contractor's construction schedule will be for general conformity of the construction schedule to the requirements for scheduling as defined in the Construction Contract Documents and to determine if the Contractor's construction schedule and activity sequence include construction sequencing and any special conditions that are applicable in order for CITY to keep existing facilities in operation as specified in the Construction Contract Documents. Items to be considered in review of the Contractor's schedule will include work site restrictions, access restrictions, traffic control restrictions, and restrictions identified by the CITY in the Construction Contract Documents.

2. **Schedule of Submittals.** Review of Contractor's schedule of submittals will be for general conformity of the schedule of items of materials and equipment for which submittals are required by the Construction Contract Documents.
3. **Schedule of Values.** Review of Contractor's schedule of values will be for its acceptability and will indicate only consent to the schedule of values as a basis for preparing applications for progress payments, and will not constitute an agreement as to the value of each indicated item.
4. **Schedule of Monthly Payments:** DESIGN PROFESSIONAL'S RPR will receive and review the Contractor's initial schedule of estimated monthly payments and advise CITY as to its acceptability.

CITY shall have final approval authority for all schedules and schedule of values.

**Task 613 Migratory Bird Treaty Act Survey:** DESIGN PROFESSIONAL will provide a qualified biologist to survey site trees prior to initial clearing and grubbing, for the presence of migratory bird nests or bat roosts. In the event that either is observed, DESIGN PROFESSIONAL will recommend modifications to the construction plans and/or schedules to avoid disturbing the observed animals until after the nesting/roosting season.

### **TASK SERIES 700 – RESIDENT PROJECT REPRESENTATIVE SERVICES**

DESIGN PROFESSIONAL shall provide Resident Project Representative (RPR) to provide observation of the construction work associated with the construction Projects as defined in the Construction Contract Documents. DESIGN PROFESSIONAL's RPR shall have his or her own field vehicle, mobile internet, laptop computer, and mobile phone.

The DESIGN PROFESSIONAL's RPRs will observe the Contractor's work and perform the services listed below.

1. **Level of Effort:** To establish basis for DESIGN PROFESSIONAL's compensation, field observation services are based on an anticipated construction schedule of six (6) months for the East High School Project and ten (10) months for the Avenues of Life and VA Medical Center Project. The level effort for Task Series 700 is based on these construction durations and for providing one (1) half-time-equivalent project representative for a maximum of 1,042 hours total. DESIGN PROFESSIONAL shall manage the effort associated with Tasks 703 and 704 so that the work is completed within the allotted budgets based on the anticipated durations for RPR services. DESIGN PROFESSIONAL shall coordinate with the CITY on the desired level of effort on each task to provide the CITY with the services desired and achievable with the budgeted hours.
2. **General Responsibilities.** DESIGN PROFESSIONAL's RPR will be on site from the Contractor's mobilization until final completion of the Work or up to the budgeted number of hours indicated herein. The RPR will be responsible for the performance

of site observation and liaison tasks with the Contractor, CITY, DESIGN PROFESSIONAL, public and other agencies; tasks involving monthly progress meetings, daily and weekly reporting, document review and maintenance and conducting substantial completion inspections and final completion inspections of the Work.

**Task 701 Schedules:** RPR shall review the Contractors monthly construction schedule updates as described in Task 612. RPR shall provide comments concerning their acceptability to DESIGN PROFESSIONAL.

**Task 702 Meeting and Conferences:**

1. RPRs will attend the preconstruction conferences.
2. RPRs will attend field coordination meetings, monthly progress meetings, and other meetings with CITY, Contractor, and DESIGN PROFESSIONAL, when necessary, to review and discuss construction procedures and progress scheduling, construction administration procedures, and other matters concerning the project. Contractor shall be required to distribute updated schedules and agendas in advance of the meeting, keep notes of the meeting, and distribute notes for comment prior to issuing final meeting notes to all parties in attendance.

**Task 703 Liaison**

RPR will serve as DESIGN PROFESSIONAL's and City liaison with Contractors, working principally through Contractor's superintendent to assist Contractor in understanding the intent of the Contract Documents. The RPR will provide the following liaison services:

1. Discuss work activities on site with the Contractors on a daily basis. When the Contractor does not perform work in the field, provide a report to the CITY indicating that there was no work performed. Track weather conditions on days when the Contractor does not perform work on the site, include weather conditions in the report.
2. Be aware of construction site activities and be prepared to report to the CITY by telephone. Awareness of job site activities, at times when the RPR are not on site, is limited to that which is reported to the RPR by the Contractor by telephone.
3. Track the Contractor's progress on a daily basis. Keep a running record of work performed. Record shall be in sufficient detail that it will be useful in evaluating the Contractor's status reports and applications for payment. Track which assets have been replaced or constructed, street address of service laterals replaced, reestablished or rehabilitated, and manholes that have been rehabilitated, constructed or replaced. Record shall include quantities for payment (by asset, monthly totals), and dates of rehabilitation, construction or replacement of each asset. Since RPR may not be observing all of the construction work, he or she will rely upon daily conversations with the Contractor to obtain work performed and quantities constructed. Maintain the record in Microsoft Excel and/or on a progress set of construction drawings with the work complete tracked; provide copies of the Excel file and/or progress set of drawings.

4. Provide a monthly summary of work completed by the Contractor in the monthly CPS status report.
5. Witness and document testing performed by the Contractor.
6. Observation and approval of open cut service line repair/replacement will be the CITY's standard method, by the RPR. Construction quantities, addresses, dates, etc., will be tracked by the RPR.
7. Immediately notify DESIGN PROFESSIONAL and CITY of the occurrence of any site accidents, emergencies, dry weather overflows, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
8. RPR shall assist CONTRACTOR with scheduling, planning, and performing water valve test shuts in accordance with the specifications.
9. RPR shall assist City's Project Manager in response to 311 Action Center cases. RPR in coordination with the Contractor shall investigate, document findings, and develop solutions for the case and report back to the City's Project Manager. RPR shall discuss and resolve issues with the public in a professional and customer centric manner, for a maximum of 10 hours.

#### **Task 704 Review of Work, Rejection of Defective Work, Inspections and Testing**

1. RPR will conduct onsite observations of the general progress of the construction Work to assist the DESIGN PROFESSIONAL in determining if the Work is performed in accordance with the Construction Contract Documents.
2. RPR shall report to the DESIGN PROFESSIONAL whenever any observed Work is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise DESIGN PROFESSIONAL when Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. RPR will report to DESIGN PROFESSIONAL, who shall report unsatisfactory work to the CITY.
3. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
4. Visually inspect materials, equipment, and supplies delivered to the site. Reject materials, equipment, and supplies that do not conform to the Construction Contract Documents.
5. Coordinate the attendance and observation of performance tests in the field as specified in the Contract Documents.

6. Observe field materials testing services performed by Contractor's quality control and testing laboratory Subcontractor. RPR will be given the opportunity to review the reports and reject reports that do not conform to the Construction Contract Documents. Copies of testing results will be forwarded to DESIGN PROFESSIONAL and CITY for review and information.
7. RPR will verify that tests are conducted as required by the Contract Document and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to DESIGN PROFESSIONAL appropriate details relative to the test procedures. This task is limited to that which the RPR can perform when the RPR are on site.

#### **Task 705 Records**

1. RPR will maintain in orderly files correspondence, reports of job conferences, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, DESIGN PROFESSIONAL's clarifications, and interpretations of the Contract Documents, progress reports, and other project-related documents.
2. RPR will provide a daily progress report, recording general Contractor hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. This task is limited to that which the RPR can perform when the RPR are on site, or as indicated by the Contractor when the RPR are not on site.
3. RPR will record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment. This task is limited to that which the RPR can perform when the RPR are on site, or as indicated by the Contractor when the RPR are not on site.
4. RPR will maintain a marked set of Drawings and Specifications at the site. This information will be combined with information from the record documents maintained by the Contractor, and a marked record set of conforming to construction documents will be provided to the CITY.
5. Once every 30 days the RPR shall verify Contractors marked set of Drawings against its own and report the level of completeness to DESIGN PROFESSIONAL and the CITY's Project Manager.

#### **Task 706 Reports and Document Review**

1. Submit to DESIGN PROFESSIONAL and CITY's Project Manager through the Aconex document management system, the daily reports of RPR observed construction events at the job site, including the following information:

- a. Hours the Contractor worked on the site.
  - b. Review Contractor and Subcontractor personnel on site (Daily Labor Force Report received from Contractor).
  - c. Observed delays and potential causes.
  - d. Weather conditions.
  - e. Data relative to claims for extras or deductions.
  - f. Daily construction activities and condition of the work.
  - g. Observations pertaining to the progress of the Work. Materials received on site.
  - h. Construction issues, and resolutions or proposed resolutions to issues.
2. All reports will be prepared using CITY-provided forms or DESIGN PROFESSIONAL's forms approved by the CITY.

**Task 707 Payment Requisitions:** RPR will review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to DESIGN PROFESSIONAL, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

**Task 708 Substantial Completion Inspection**

1. Before DESIGN PROFESSIONAL conducts Substantial Completion Inspection, and after Contractor certifies project is ready for Substantial Completion, RPR will provide the DESIGN PROFESSIONAL with an opinion as to the project's readiness.
2. RPR and DESIGN PROFESSIONAL will conduct substantial completion inspection in the company of the CITY and Contractor. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the Contractor. The punch list will be submitted to the CITY for review and approval before distribution by the CITY.
3. The DESIGN PROFESSIONAL shall provide technical assistance in the identification of project punch-list items, evaluation of the proposed remedial actions and confirmation of the acceptability of the completed work.
4. After all punch-list items are satisfied, DESIGN PROFESSIONAL shall prepare and deliver to CITY a recommended certificate of Achievement of Full Operation that shall establish the date of Achievement of Full Operation. At the time of delivery of the recommended certificate of Achievement of Full Operation, DESIGN PROFESSIONAL will deliver to CITY and Contractor a written recommendation as to division of responsibilities pending final payment between CITY and Contractor with respect to security, operation, safety, protection of the Work, maintenance, heat, utilities, insurance and warranties, and quantities.

**Task 709 Final Completion Inspection**

1. RPR and DESIGN PROFESSIONAL will conduct final completion inspection in the company of the CITY and Contractor. RPR and DESIGN PROFESSIONAL will prepare a punch list of items to be completed or corrected by the Contractor. The punch list will be submitted to the CITY for review and approval before it is distributed by the DESIGN PROFESSIONAL.
2. RPR and DESIGN PROFESSIONAL shall verify that all items on the punch list have been completed or corrected and make recommendations to the CITY concerning final acceptance.
3. The RPR shall close out the construction contract including punch list items, warranties, liens, functional and performance testing results, outstanding claims and final payment. DESIGN PROFESSIONAL shall review these items with RPR before issuing a statement of final completion to the CITY.

### **TASK SERIES 800 – PROJECT CLOSEOUT**

#### **Task 801 Construction Record Drawings**

1. Upon substantial completion and the Contractor's submittal of record drawing markups, DESIGN PROFESSIONAL will prepare a set of construction record drawings showing record information based on the drawings and other record documents furnished by the Contractor and the RPR that show changes to original drawings made during construction.
2. DESIGN PROFESSIONAL is not responsible for any errors or omission in the information from others that are incorporated into the record drawings.
3. DESIGN PROFESSIONAL shall provide one set of original drawings, one (1) electronic version of CAD files, and one set of drawings in PDF format for record drawings of the project.

**Task 802 Furnish Contractor's Completion Documents:** DESIGN PROFESSIONAL will receive, review, and transmit to CITY certificates of inspection, tests and approvals, shop drawings, samples and other data accepted as provided under the "Review Shop Drawings and Data Submittals" task above, and transmit the annotated Conforming to Construction documents which are to be assembled by DESIGN PROFESSIONAL in accordance with the Construction Contract Documents to obtain final payment. The extent of such review by DESIGN PROFESSIONAL will be limited as provided under the "Review Shop Drawings and Data Submittals" in the Construction Phase Services task.

**Task 803 Project Closeout Documentation:** The DESIGN PROFESSIONAL will review, and file applicable documents required by the CITY pertaining to the construction project and turn over required documents from the RPR to the CITY. DESIGN PROFESSIONAL will gather and consolidate its project files for long-term record storage. CITY's HRD project completion forms will be submitted with DESIGN PROFESSIONAL's final invoice.

### **TASK SERIES 900 – ADDITIONAL DESIGN AND SUPPORT SERVICES**

### **Task 901 East High School Athletic Field Support**

DESIGN PROFESSIONAL will respond to requests for information (RFI) and review submittals; provide construction observation (including special inspections of the rain garden retaining wall); attend bi-weekly progress meetings; and coordinate with the City and KCPS staff and design team for the installation of green infrastructure related to the athletic field improvements overseen by KCPS. DESIGN PROFESSIONAL will also perform substantial completion and final completion walk-throughs for the green infrastructure facilities, and will prepare punch list items to be included in KCPS punch lists for both inspections.

Concurrently, DESIGN PROFESSIONAL will direct and oversee students in preparation of a planting plan for the rain garden at East High School, including preparation of guidance to help direct plant selection and placement; will conduct one (1) planning workshop with student groups; will draft the final plan for incorporation into the construction document set; and will make two (2) presentations to students about Green Infrastructure and the proposed East High School improvements. DESIGN PROFESSIONAL will also provide information to KCPS regarding the 3-year establishment period maintenance to allow KCPS students, faculty and staff to assist with maintenance, build it into the curriculum, and plan to assume long-term maintenance responsibility after establishment. If budget and schedule permits, DESIGN PROFESSIONAL will also work with KCPS-recruited student, faculty, and parent volunteers for a maintenance day in 2019.

### **Task 902 Construction Document Revisions**

DESIGN PROFESSIONAL will revise the Construction documents to incorporate direction from WSD and Smart Sewer personnel received after closeout of the design phase contract. Three (3) rounds of revisions to the plans and specifications will be incorporated.

### **Task 903 Operations and Maintenance Manuals**

DESIGN PROFESSIONAL will create an Operations and Maintenance (O&M) Manual for each of the three (3) sites. O&M manuals provide details on care of vegetation during the three (3) year establishment period, general annual maintenance afterward; and routine inspection and maintenance of drainage structures. DESIGN PROFESSIONAL will provide one (1) round of revisions to incorporate CITY comments; and will provide one (1) meeting with maintenance staff for each site to review the requirements.

### **Task 904 Prepare East High School Construction Documents**

DESIGN PROFESSIONAL will prepare a stand-alone construction document package for East High School to allow for the work to be bid separately from the VA and AOL sites. The revisions will include preparation of a cover sheet and needed revisions to plan documents, sequencing and references; and revisions to the specifications tailored to East High School.

### **Task 905 Prepare VA and Avenue of Life Construction Documents**

**DESIGN PROFESSIONAL** will revise plans for Linwood Green Park to incorporate Parks and Recreation Department Federal government requirements for maintenance access, vehicular barriers, and educational signage features at the site, including:

1. Plan revisions to meet Parks and Recreation Department requirements for Linwood Green Park. The revisions will include preparation of a draft plan for additional maintenance vehicle access to the Green Infrastructure features, strategically placed barriers to prevent unauthorized vehicles, and incorporation of an educational sign providing an overview of the features and their purpose and function. **DESIGN PROFESSIONAL** will specify an appropriate off-the-shelf sign and design the setting, and **CITY** will develop the content for the sign.
2. **DESIGN PROFESSIONAL** will provide the draft plan(s) to Parks and Recreation staff for review and comment; and will present the revised plan to the Development Review Committee. One (1) round of minor review comments.

The **DESIGN PROFESSIONAL** will prepare information and presentations and will present the proposed revisions to the Parks and Recreation Development Review Committee, with two (2) personnel attending. One (1) round of revision will be incorporated into final, sealed construction documents. **DESIGN PROFESSIONAL** assumes that the revisions will be minor in nature and will not significantly impact the design or function of the Green Infrastructure features or related structures and hydraulic performance.

3. **DESIGN PROFESSIONAL** will prepare a stand-alone construction document package for the VA and Avenue of Life sites to allow for the work to be bid separately from the East High School site. The revisions will include preparation of a cover sheet and needed revisions to plan documents, sequencing and references; and revisions to the specifications tailored to VA and Avenue of Life.

#### **Task 906 Memoranda of Understanding (MOU) Development Assistance**

**DESIGN PROFESSIONAL** will provide information on proposed Green Infrastructure features and related structures, including descriptions, location, access requirements, and operations and maintenance needs to assist the **CITY** in preparing MOUs with each of the three (3) site owners or operators. **DESIGN PROFESSIONAL** will also prepare figures illustrating the improvements for attachment to the MOUs.

#### **OPTIONAL SERVICES**

Any work requested by the **CITY** that is not specifically stated in the Basic Services listed above will be classified as Optional Services. This allowance is for additional professional services that may be required during the course of the Project. Optional Services shall not be performed nor is the **DESIGN PROFESSIONAL** approved to utilize any allowance monies unless specifically authorized in writing by the **CITY**. Compensation for Optional Services shall be as mutually

agreed upon and included in CITY's written authorization that will include the specific scope of work for each Optional Services task to be performed. Optional Services may include the following:

1. The performance of field testing services. Field testing services is planned to be the responsibility of the Contractor under the Construction Contract Documents.
2. Additional Construction Office & Field Support Services beyond the quantities defined in the Basic Scope of Services.
3. Additional RPR services beyond the quantities defined in the Basic Scope of Services.
4. Additional site visits beyond the quantities defined in the Basic Scope of Services.
5. Additional progress meetings beyond the quantities defined in the Basic Scope of Services.
6. Additional submittal reviews beyond the quantities defined in the Basic Scope of Services.
7. Additional change order review beyond the quantities defined in the Basic Scope of Services.
8. Additional requests for information beyond the quantities defined in the Basic Scope of Services.
9. Survey Services beyond the quantity defined in the Basic Scope of Services.
10. Review of Substitutions: The DESIGN PROFESSIONAL will record time required by DESIGN PROFESSIONAL in evaluating substitutes proposed or submitted by Contractor pursuant to the Contract Documents and in making changes in the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) occasioned thereby. CITY shall reimburse DESIGN PROFESSIONAL for evaluating each such proposed substitute.
11. Regulatory Coordination: Liaison with Regulatory Agencies.
12. Review and analysis of the Contractor's claims for differing subsurface and physical conditions.
13. Assist CITY with presentation of Institute for Sustainable Infrastructure findings to stakeholders.
14. Evaluations, studies, and reporting of hazardous site conditions.
15. Redesign of the stormwater basins and related systems in Linwood Green Park or the VA Medical Center.

16. Additional revisions to construction documents, including plans and specifications, beyond the quantity defined in the Basic Scope of Services.
17. Additional revisions to the Operations and Maintenance (O&M) Manuals for each of the three (3) sites, beyond the Base Scope of Services.
18. Additional volunteer work days, and/or training of site maintenance personnel.
19. Additional assistance for preparation and negotiation of MOUs beyond the quantity defined in the Basic Scope of Services.
20. Additional presentations to the Development Review Committee, or other CITY or community groups; or preparation of other public education materials.
21. Significant additional site owner or operator construction specifications, design requirements, site access restrictions beyond what is understood at the time of execution.

**END OF SCOPE OF SERVICES**

**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.

**ATTACHMENT C**

**ENGINEER FEE SUMMARY AND  
SCHEDULE OF POSITION CLASSIFICATIONS**

**Proposed Fee Detail - Green Infrastructure Demonstration Project Construction Phase Services**  
**June 22, 2018**

<b>Vireo</b>							Sub-Total	Direct Expense	TAB	Total
Multiple	Labor Category	Principal I	Proj. Mgr. Associate IV	Associate III	Associate II / Principal Manager	Assoc. I				
		3.04	Direct Labor Rate	\$ 44.00	\$ 40.38	\$ 27.78	\$ 26.42	\$ 19.84		
	Pay Rate	\$ 133.74	\$ 122.76	\$ 84.40	\$ 80.31	\$ 60.83				
<b>100 Project Management and Administration</b>										
101	Project Management Services (2 IV/hrs. x 12 mo.)		36		18		\$4,419.52			\$4,419.52
102	Monthly Invoicing and Project Status Reports (same)		36				\$3,885.11	\$0.00		\$11,227.07
103	Subcontract Agreements and Administration		12				\$1,475.17	\$0.00		\$1,475.17
104	Document Management (1 hr./month x 14 months)		14		24		\$1,505.94	\$0.00		\$3,285.92
	Subtotal Hours	0	108	0	42	0				
	Subtotal Cost	\$0.00	\$14,245.95	\$0.00	\$3,373.05	\$0.00	\$17,618.71	\$0.00	\$0.00	\$20,975.27
<b>100 Construction Office &amp; Field Support Services</b>										
101	Contractor Site Orient/Operator Communication		18	40			\$5,345.09	\$10.00	\$7,400.00	\$12,755.17
102	Pre-bid Conference (2 x 2 hours) and Bid Address (3)		8	24			\$3,807.83	\$10.00	\$1,082.73	\$4,077.56
103	Interp. of Contract Documents (30 Vireo/10 TB x 2 hrs. ea.)		20	40			\$5,891.15	\$4,488.00		\$10,299.85
104	2 Preconstruction Conferences (4 hrs. x 2 people (Vireo/TB))		8	8			\$976.17	\$15.00	\$1,808.32	\$2,294.60
105	Site Visits (2mo. x 14 mo., avg. x 3 hrs. ea. + 8 Landscapes)		42	88			\$10,061.10	\$200.00	\$1,416.54	\$22,017.74
106	Shop Drawings and Data Submittals (70 ea./hr x 2 hrs. avg.)		40	100			\$13,390.22		\$6,058.40	\$22,017.74
107	Monthly Progress Meetings (24 x 4 2-hour site visits)(16 x 4 TAB)		16	88			\$8,886.43	\$200.00	\$17,981.83	\$30,741.74
108	Assist Eval. of Claims and Chg. Order Req. (15)		15	30			\$4,372.36		\$6,058.40	\$12,940.89
109	Substantial Completion Inspection (2 Vireo/2 TAB)		8	18			\$2,320.48	\$10.00	\$3,079.20	\$7,422.56
110	Final Completion Inspection (2 Vireo/2 TAB)		8	18			\$2,320.48	\$10.00	\$1,291.88	\$3,688.14
111	Utility Relocation and Coordination (TAB fees)		8	18			\$642.48	\$15.00	\$1,291.88	\$3,688.14
112	Review Contractor's Schedules		12	12	0		\$2,405.93		\$683.76	\$3,279.69
113	MBTA Survey(s)		8				\$268.11	\$0.00	\$0.00	\$268.11
	Subtotal Hours	0	188	400	0	0				
	Subtotal Cost	\$0.00	\$23,893.51	\$20,738.88	\$647.48	\$0.00	\$52,094.98	\$410.00	\$37,745.94	\$119,126.27
<b>100 Resident Project Representative Services</b>										
101	Schedules (RPR and ARPR) (24 x 1 hr. ea.)			12			\$1,912.76		\$294.00	\$2,206.84
102	Meeting and Conferences (24 x 2 hrs. ea.) (RPR + ARPR)			24			\$2,855.52		\$1,088.76	\$4,013.88
103	Liason (includes 16 hours 311 call support)			248			\$20,677.14	\$1,800.00	\$20,295.80	\$40,972.94
104	Review of Defective Work, Inspections and Testing Records			80			\$6,088.79		\$4,970.40	\$11,084.19
105	Reports and Document Review			80			\$6,088.79		\$4,970.40	\$11,084.19
106	Payment Requisitions (monthly with overlap, 24 total, RPR + ARPR review and approve)			80			\$6,088.79		\$4,970.40	\$11,084.19
107	Substantial Completion Inspection and Documentation		4	18			\$2,035.52		\$1,088.76	\$4,013.88
108	Final Completion Inspection and Documentation		4	18			\$1,841.40		\$1,166.84	\$3,126.84
	Subtotal Hours	0	0	817	0	0				
	Subtotal Cost	\$0.00	\$867.11	\$43,632.98	\$0.00	\$0.00	\$44,819.99	\$1,800.00	\$44,829.29	\$91,043.37
<b>100 Project Closeout</b>										
101	Construction Record Drawings		8		40		\$1,406.78		\$7,381.12	\$10,787.88
102	Furnish Contractor's Completion Documents		8		40		\$8,408.76		\$0.00	\$8,408.76
103	Project Closeout Documentation		8		18		\$1,951.87		\$0.00	\$1,951.87
	Subtotal Hours	0	24	0	0	88				
	Subtotal Cost	\$0.00	\$2,945.54	\$0.00	\$0.00	\$5,219.14	\$4,769.48	\$0.00	\$7,381.12	\$16,146.81
<b>100 Additional Design and Support</b>										
101	East High School Athletics Field Support									
101.1	Project and Document Mgmt. (EHS Athletics Field Support)		24				\$2,946.34	\$0.00		\$2,946.34
101.2	Meetings/ Inspections/Reports/Document Management		74.25	4.25			\$8,473.94	\$0,646.30		\$16,123.54
101.3	Rain Garden Planting Plan Design/Student Support		29	21.5		17.5	\$6,435.47	\$0.00		\$6,435.47
101.4	Substantial Completion/Final Completion Walkthroughs		8	8			\$1,657.29	\$2,078.28		\$3,735.55
101.5	East High School Record Drawings (Red Lines no Survey)		0	0			\$0.00	\$1,483.52		\$1,483.52
102	Previous Construction Document Reviews (3)		24	0			\$2,946.34	\$0.00		\$2,946.34
103	Operations & Maintenance Manuals (2)		4	24			\$3,843.87	\$0.00	\$4,803.48	\$8,647.35
104	Prepare EHS Construction Documents	2	18	28			\$4,822.41	\$188.00	\$2,894.00	\$7,715.41
105	Prepare VA/Reverse of Life Construction Documents									
105.1	Plan Revisions and Interpretive Sign (content by others)	2	24	44			\$8,827.28	\$250.00	\$2,584.00	\$11,661.28
105.2	Development Review Committee Review	1	4	12			\$1,837.88	\$250.00	\$0.00	\$2,087.88
105.3	Finalize Plans and Specifications	1	4	16			\$1,875.18	\$250.00	\$2,854.43	\$4,979.61
106	MOU Development Assistance (VA and Aversus of Life)		24	12			\$3,088.10	\$0.00		\$3,088.10
	Subtotal Hours	6	236.25	178.75	0	39.5				
	Subtotal Cost	\$802.47	\$77,880.51	\$14,683.88	\$0.00	\$1,781.17	\$48,134.84	\$949.00	\$20,385.98	\$87,649.82
<b>Optional Services</b>										
	Contingency									
	Subtotal Hours	0	0	0	0	0				
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL HOURS</b>		<b>6</b>	<b>678</b>	<b>1091</b>	<b>50</b>	<b>126</b>	<b>1848</b>			
<b>TOTAL COSTS</b>		<b>\$802</b>	<b>\$78,743</b>	<b>\$35,655</b>	<b>\$4,917</b>	<b>\$7,407</b>	<b>\$176,224</b>	<b>\$3,889</b>	<b>\$135,144</b>	<b>\$349,869</b>

Proposed Fee Detail - Green Infrastructure Demonstration Project Construction Phase Services  
 June 22, 2016

Multiplier	Labor Category	Eng VI	ENG VI	Eng V	Eng III	Admin	Tech W	Principal	Sub-Total	Direct Expense	Total
	Fixed Labor Rate	\$ 49.00	\$ 11.00	\$ 44.00	\$ 37.00	\$ 21.00	\$ 27.00	\$ 63.00			
	Pay Rate	\$ 148.92	\$ 124.84	\$ 110.88	\$ 97.25	\$ 63.84	\$ 82.84	\$ 191.52			
101	Project Administration and Administration										
102	Project Management Services (2 hr mo. x 18 mo.)								\$0.00		\$0.00
103	Monthly Issuing and Project Status Reports (same)	30							\$4,962.58		\$4,962.58
104	Subcontract Agreements and Administration								\$0.00		\$0.00
	Document Management (4 hrs./month x 14 months)								\$0.00		\$0.00
	Subtotal Hours	30	0	0	0	0	0	0	\$4,962.58		\$4,962.58
	Subtotal Cost	\$5,242.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,242.16	\$0.00	\$5,242.16
200	Construction Office & Field Support Services										
201	Contractor Site Check/Operator Communication	48							\$7,136.28	\$250.00	\$7,400.00
202	Pre-bid Conference (2 x 2 hours) and Bid Address (1)	7							\$1,042.72	\$10.00	\$1,052.72
203	Interp. of Contract Documents (20 View/15 TR x 3 hrs. ea.)	30							\$4,468.80		\$4,468.80
204	2 Preconstruction Conferences (4 hrs. x 2 people View/TR)	8							\$1,008.52	\$50.00	\$1,058.52
205	Site Visits (2 hrs. x 14 mo.) avg. x 3 hours ea. + 6 Landscapes	42		0					\$12,816.84	\$300.00	\$13,116.84
206	Shop Drawings and Data Submittals (70 ea. 5hr x2 hrs. avg.)	140		42					\$17,591.52	\$100.00	\$17,691.52
207	Monthly Progress Meetings (24 x 4 2-hour site visits)(18 = 4 T&E)	40	84						\$2,856.40	\$900.00	\$3,756.40
208	Assist Encl. of Claims and Chg. Order Res. (15)	20							\$2,878.20	\$100.00	\$2,978.20
208.1	VA and Avenue of Life										
208.2	Final Completion Inspection (2 View/2 TR)	3							\$1,191.84	\$100.00	\$1,291.84
209	Final Completion Inspection (2 View/2 TR)	3							\$1,191.84	\$100.00	\$1,291.84
210	Utility Relocation and Coordination (TR leads)	6							\$1,191.84	\$100.00	\$1,291.84
211	Review Contractor's Schedule	3							\$383.70		\$383.70
	Subtotal Hours	230	84	42	0	0	0	0	\$883.70		\$883.70
	Subtotal Cost	\$20,811.44	\$10,488.76	\$9,734.40	\$0.00	\$0.00	\$0.00	\$0.00	\$20,811.44	\$1,410.00	\$21,221.44
300	Finalized Project Reporting Services										
301	Schedules (RPR and APR) (24 x 1 hrs. ea.)								\$884.28		\$884.28
302	Meeting and Conference (24 x 2 hrs. ea.) (RPR + APR)								\$1,688.16		\$1,688.16
303	Lesson (includes 10 hours 311 call support)								\$26,290.80		\$26,290.80
304	Review of Defective Work, Inspections and Testing								\$4,870.40	\$1,000.00	\$5,870.40
305	Reports and Document Review								\$4,870.40		\$4,870.40
306	Payment Requirements (monthly with overlap, 24 total, RPR + APR) (review and approve)								\$4,870.40		\$4,870.40
307	Subcontract Completion Inspection and Documentation								\$1,688.16		\$1,688.16
308	Final Completion Inspection and Documentation								\$1,325.44		\$1,325.44
	Subtotal Hours	0	0	0	0	0	0	0	67		67
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,878.28	\$0.00	\$47,878.28	\$1,000.00	\$48,878.28
400	Project Closeout										
401	Construction Record Drawings	8							\$7,581.12		\$7,581.12
402	Contractor's Completion Documents								\$0.00		\$0.00
403	Project Closeout Documentation	8							\$0.00		\$0.00
	Subtotal Hours	8	0	0	0	0	0	0	8		8
	Subtotal Cost	\$1,191.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,191.84	\$0.00	\$1,191.84
500	Additional Design and Support										
501	East High School Above Field Support										
501.2	Meetings/Inspections/Reports/Document Management	11	11	3.8					\$9,946.20		\$9,946.20
501.3	Rain Garden Planting Plan Design/Student Support								\$0.00		\$0.00
501.4	Substantial Completion/Final Completion Walkthrough	8		8					\$2,378.28		\$2,378.28
501.5	East High School Record Drawings (Plot Lines no Survey)	4		8					\$1,483.24		\$1,483.24
502	Previous Construction Document Revisions (2)								\$0.00		\$0.00
503	Operations & Maintenance Manuals (2)	4		0					\$1,894.52		\$1,894.52
504	Prepare (2) Construction Documents	4							\$2,384.00		\$2,384.00
505	Plan Revisions and Interpretive Sign (submitted by others)	4							\$0.00		\$0.00
505.1	Development Review Consultant Review	4							\$2,584.00		\$2,584.00
505.2	Finalize Plans and Specifications	2							\$0.00		\$0.00
506	MOU Development Assistance (VA and Avenue of Life)	2							\$478.28		\$478.28
	Subtotal Hours	79	11	26.8	0	0	0	0	171		171
	Subtotal Cost	\$11,707.84	\$1,471.04	\$2,629.44	\$0.00	\$0.00	\$4,587.62	\$0.00	\$20,395.90	\$0.00	\$20,395.90
600	Contingency										
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL HOURS	362	89	122	0	0	0	0	1215		1524
	TOTAL COSTS	\$81	\$113,974	\$3,270	\$238,184						

**ATTACHMENT C**

**ENGINEER FEE SUMMARY AND  
SCHEDULE OF POSITION CLASSIFICATIONS**

**Vireo**

<b>Classification</b>	<b>Salary/Hr.*</b>
Principal	\$44.00 - \$65.00
Associate IV	\$31.00 - \$41.00
Associate III	\$24.00 - \$34.00
Associate II	\$20.00 - \$30.00
Associate I	\$18.00 - \$25.00
Technician I	\$15.00 - \$20.00
* The upper end of each range includes a 4% escalation to account for future raise cycle	

## 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**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF Missouri )  
 )  
COUNTY OF Jackson ) ss

On this 9<sup>th</sup> day of July, 2018, before me appeared Linda deFon, 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 Owner (title) of Patti Banks Associates LLC dba Vreo (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.

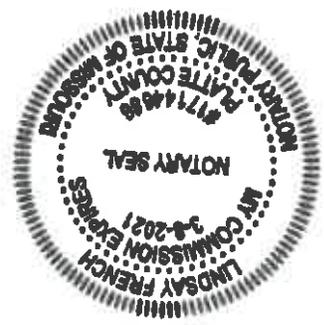
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Linda deFlon  
Affiant's signature

Subscribed and sworn to before me this 9<sup>th</sup> day of July, 2018.

Lindsay French  
Notary Public

My Commission expires: 3/8/2021



**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Patti Banks Associates (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

**Company ID Number: 620725**

**To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.**

<b>Employer Patti Banks Associates</b>	
<b>Linda deFlon</b> Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>11/29/2012</b> Date

<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b> Signature	<b>11/29/2012</b> Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

<b>Company Name:</b>	<b>Patti Banks Associates</b>
<b>Company Facility Address:</b>	<b>929 Walnut Street, Suite 700</b>
	<b>Kansas City, MO 64106</b>
<b>Company Alternate Address:</b>	
<b>County or Parish:</b>	<b>JACKSON</b>
<b>Employer Identification Number:</b>	<b>431714841</b>

**ATTACHMENT F**

**Truth-In-Negotiation Certificate**

**City of Kansas City, Missouri Overflow Control Plan ("OCP")**

**Civil Action No. 4:10-cv-0487-GAF**

STATE OF MISSOURI )

) **ss.**

COUNTY OF JACKSON )

I, Linda deFlon, having full authority to act on behalf of Patti Banks Associates LLC dba Vreo, do solemnly swear under oath to the following:

1. This Certificate is executed and given by the undersigned as a condition precedent to entering into a Design Professional Agreement with the City of Kansas City, Missouri for the project known as Green Infrastructure Demonstration Phase II.
2. This Certificate shall be attached to and constitute an integral part of the above said Design Professional Agreement as provided in Part II, Sec. 24.
3. I certify under penalty of law that the wage rates, other factual unit costs, and expenses supporting the compensation for this Design Professional Agreement was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted, and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
4. The truth of the statements made herein may be relied upon by the City and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument.



Signature of affiant

On this 9<sup>th</sup> day of July, 2018 before me, Lindsay French, a Notary Public in and for said state, personally appeared ( Linda deFlon ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Lindsay French  
Notary Public



My commission expires: 3/8/2021

**Attachment G**

**Affidavit of Compliance With the Federal Consent Decree Regarding the City of Kansas City, Missouri Overflow Control Plan ("OCP")**

**Civil Action No. 4:10-cv-0487-GAF**

STATE OF MISSOURI )

) ss.

COUNTY OF JACKSON )

I, Linda deFlon, having full authority to act on behalf of Patti Banks Associates LLC dba Vireo, do solemnly swear under oath to the following:

I certify, under penalty of law, that the City has made an electronic copy of this Consent Decree available to this organization at the following web location: <https://www.kcwaterservices.org/wp-content/uploads/2013/04/Consent-Decree.pdf>. I further certify that the Consent Decree, along with appendices, have been reviewed in their entirety and that said review has been performed under my direction or supervision in accordance with a system designed to assure that qualified personnel properly evaluated and fully understand the information contained in this Consent Decree upon execution of any contract relating to such work, including, but not limited to, subcontractors, equipment providers, material suppliers, or sub-consultants.

Linda deFlon

Signature of affiant

On this 9<sup>th</sup> day of July, 2018 before me, Lindsay French, a Notary Public in and for said state, personally appeared ( Linda deFlon ), known to me to be the person who executed the within affidavit, and acknowledge to me that he/she executed the same for the purposes therein stated.

Lindsay French

Notary Public

My commission expires: 3/8/2021



# ATTACHMENT H

## 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: <u>Talafiero &amp; Browne</u> Email: <u>Richard Montgomery</u> <u>montgomery@tb-engr.com</u>	Address: <u>1020 East 8th Street</u> <u>Kansas City, MO 64106</u> Phone: <u>(816) 283-3456</u> 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: _____

<b>Contractor – Company Name:</b>	<u>Paffl Banks Associates LLC dba Vireo</u>
<b>Submitted By:</b>	<u>Linda deFlon</u>
<b>Title:</b>	<u>Owner</u>
<b>Telephone No.:</b>	<u>(816) 756-5690</u>
<b>Fax No.:</b>	<u>(816) 756-1606</u>
<b>E-mail:</b>	<u>linda@bevireo.com</u>
<b>Date:</b>	<u>July 3, 2018</u>

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

***PATTI BANKS ASSOCIATES, L.L.C.***  
***LC0004122***

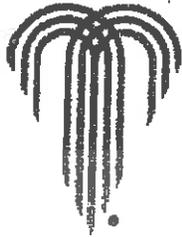
was created under the laws of this State on the 30th day of June, 1995, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of May, 2018.

  
Secretary of State



Certification Number: CERT-05012018-0061



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: revenue@kcmo.org  
kcmo.gov/kctax

PATTI BANKS ASSOCIATES LLC  
929 WALNUT ST STE 700  
KANSAS CITY MO 64106-2047

00052



Letter Id: L1885572352  
Date: 08-May-2018  
Taxpayer Id: \*\*.\*4841



## TAX CLEARANCE STATUS: APPROVED

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

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

Marl Ruck  
Commissioner of Revenue



01123

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



ORDINANCE NO. 180346

Authorizing a \$350,000.00 Design Professional Services contract with Patti Banks Associates LLC dba Vireo for the Green Infrastructure Demonstration – Phase II (SLBE-WSDEPS) project; and recognizing this ordinance as having an accelerated effective date.

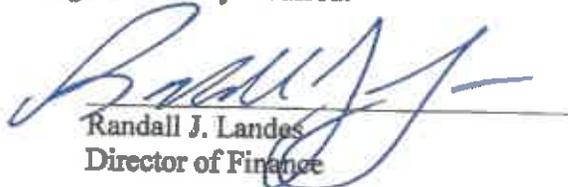
BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Office of the City Manager is authorized to execute Contract No. 1498 in the amount of \$350,000.00 with Patti Banks Associates LLC dba Vireo for the Green Infrastructure Demonstration – Phase II (SLBE-WSDEPS) project, Project No. 81000717. A copy of this contract is on file in the office of Water Services.

Section 2. That the Director of Water Services is authorized to expend up to the sum of \$350,000.00, from Account No. 19-8110-807769-B-611040-81000717, Overflow Control Program, to satisfy the cost of this contract.

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.

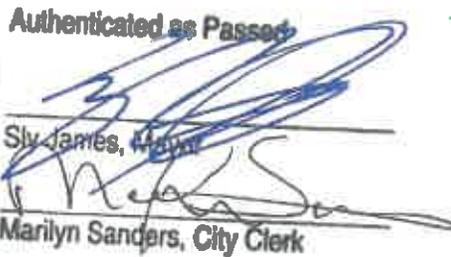
I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the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

  
Randall J. Landes  
Director of Finance

Approved as to form and legality:

  
Mark P. Jones  
Assistant City Attorney



Authenticated as Passed  
  
Sly James, Mayor  
  
Marilyn Sanders, City Clerk

MAY 10 2018  
Date Passed

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 1**  
**CONTRACT NO. 1498      PROJECT NO. ~~81000717~~ 620810004**  
**GREEN INFRASTRUCTURE DEMONSTRATION-PHASE II**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Patti Banks Associates LLC dba Vireo (Design Professional). The parties amend the Agreement entered into on August 1, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 1, 2018 in the amount of \$350,000.00 and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$120,000.00, to amend the total contract amount to \$470,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1 Amendment, City and Design Professional agree as follows:

**Sec. 1. Sections Amended.** The Contract is amended as follows:

- A. Delete Section 4, Subparagraph A, 1, 3, and 4 and replace with the following Section 4, Subparagraph A, 1, 3 and 4:
  - a. Delete Sec. 4, Subparagraph A and replace with the following Sec. 4, Subparagraph A: The maximum amount that City shall pay Design Professional under this Agreement is \$470,000.00, as follows:
  - b. Delete Sec. 4, Subparagraph 1 and replace with the following Sec. 4, Subparagraph 1: \$239,307.00 for the services preformed by Design Professional under this Agreement.
  - c. Delete Sec. 4, Subparagraph 3 and replace with the following Sec. 4, Subparagraph 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 \$159,660. The following are the reimbursable expenses that City has approved; Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

- d. Delete Sec. 4, Subparagraph 4 and replace with the following Sec. 4, Subparagraph 4: Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of ~~\$71,033.00~~ 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 preform 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 the performed and a maximum billing limit for compensation that has been mutually agreed upon.
- B. Add Attachment C1-Engineering Fee Summary and Schedule of Position Classifications to Attachment C-Engineering Fee Summary and Schedule of Position Classification, attached herein.
  - C. Delete Attachment A, Section II-Project Milestones, Paragraph A, parts 1-4, and replace with the following:
    1. Task Series 100 – Project management shall be completed by 3/30/2021.
    2. Task Series 600 – Construction Office and Field Support services shall be completed by 12/31/2020 for the Avenues of Life and VA Medical Center Projects, as anticipated to complete construction activities.
    3. Task Series 700 – Resident Project Representative Services shall be completed by 12/31/2020 for the Avenues of Life and VA Medical Center Project.
    4. Task Series 800 – Project Closeout shall be completed by 2/28/2021.

**Sec. 2. Sections not Amended.** All other sections of the Agreement shall remain in full force and effect.

**Sec. 3. Authorization.** If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

**Sec. 4. Effectiveness; Date.** This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

**DESIGN PROFESSIONAL**

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

Date: September 8, 2020

By: Linda deFlon

Title: Owner

**KANSAS CITY, MISSOURI**

Date: 9/21/2020

By: Terry Leeds

*for* Name: Terry Leeds

Title: Director, Water Services Department

Approved as to form:

[Signature]  
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.

*for* [Signature]  
Director of Finance

9-28-2020  
(Date)

# Attachment C1

**Proposed Fee Detail - Green Infrastructure Demonstration Project Construction Phase Services - Amendment No. 1**  
**July 14, 2020**

<b>Vireo</b>										
Multiplier	Labor Category	Principal					Sub-Total	Direct Expense	T&B	Total
		Assoc. I	Proj. Mgr. Assoc. II	Assoc. III	Assoc. IV	Assoc. V				
3.04	Direct Labor Rate	\$ 45.67	\$ 45.38	\$ 30.35	\$ 29.21	\$ 21.31				
	Pay Rate	\$ 136.84	\$ 132.78	\$ 92.25	\$ 88.19	\$ 63.03				
100	<b>Project Management and Administration</b>	<b>Milestones: 3/5/2021</b>								
101	Project Management Services (2 x 1 hrs. x 18 mos.)						\$0.00	\$0.00	\$0.00	
102	Monthly Invoicing and Project Status Reports (same)						\$0.00	\$0.00	\$0.00	
103	Subcontractor Agreements and Administration						\$0.00	\$0.00	\$0.00	
104	Document Management (4 hrs./month x 18 months)						\$0.00	\$0.00	\$0.00	
	Subtotal Hours	0	0	0	0	0	0	0	0	
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
000	<b>Construction Office &amp; Field Support Services</b>	<b>Milestones: 1/20/2020</b>								
001	Contractor Site Owner/Operator Communication						\$0.00	\$7,381.52	\$7,381.52	
002	Interp. of Contract Documents		120				\$11,071.68	\$0.00	\$11,071.68	
003	Site Visits (East High School)	40					\$4,810.47	\$25.00	\$4,835.47	
004	Site Visits (VA/Work)	68					\$8,347.87	\$0.00	\$8,347.87	
005	Shop Drawings and Data Submittals	16	280				\$28,023.68	\$553.00	\$28,576.68	
006	Monthly Progress Meetings	16					\$4,046.28	\$3,575.04	\$7,621.32	
007	Review Eval. of Claims and Chg. Order Requests				1		\$1,040.41	\$1,787.02	\$2,827.43	
008	Substantial Completion Inspection (2 Vireo/2 T&B)	20	12				\$3,032.48	\$893.76	\$3,926.24	
009	Final Completion Inspection (2 Vireo/2 T&B)	16	12				\$3,071.40	\$893.76	\$3,965.16	
010	Utility Relocation and Coordination (T&B leads)						\$0.00	\$0.00	\$0.00	
011	Review Contractor's Schedules						\$0.00	\$0.00	\$0.00	
012	MBTA Survey(s)						\$0.00	\$0.00	\$0.00	
	Subtotal Hours	0	178	404	0	60	680	\$157.00	\$19,372.51	
	Subtotal Cost	\$0.00	\$21,816.52	\$57,274.88	\$0.00	\$3,202.08	\$64,093.22	\$157.00	\$64,250.22	
700	<b>Resident Project Representative Services</b>	<b>Milestones: 1/20/2020</b>								
701	Schedules (RPR and ARPR) (24 x 1 hrs. ea.)						\$0.00	\$0.00	\$0.00	
702	Meeting and Conference (24 x 2 hrs. ea.) (RPR + ARPR)						\$0.00	\$0.00	\$0.00	
703	Labor (includes 10 hours 911 call support)						\$0.00	\$0.00	\$0.00	
704	Review of Defective Work, Inspections and Testing						\$0.00	\$0.00	\$0.00	
705	Records						\$0.00	\$0.00	\$0.00	
706	Reports and Document Review						\$0.00	\$0.00	\$0.00	
707	Payment Requisitions (monthly with overlap, 24 total, RPR + ARPR review and approve)						\$0.00	\$0.00	\$0.00	
708	Substantial Completion Inspection and Documentation						\$0.00	\$0.00	\$0.00	
709	Final Completion Inspection and Documentation						\$0.00	\$0.00	\$0.00	
	Subtotal Hours	0	0	0	0	0	0	0	0	
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
800	<b>Project Closeout</b>	<b>Milestones: 2/28/2021</b>								
801	Construction Record Drawings						\$0.00	\$0.00	\$0.00	
802	Furnish Contractor's Completion Documents						\$0.00	\$0.00	\$0.00	
803	Project Closeout Documentation						\$0.00	\$0.00	\$0.00	
	Subtotal Hours	0	0	0	0	0	0	0	0	
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
900	<b>Additional Design and Support</b>	<b>Phase Complete</b>								
	Subtotal Hours	0	0	0	0	0	0	0	0	
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Optional Services</b>									
	Contingency								\$30,000.00	
	Subtotal Hours	0	0	0	0	0	0	0	0	
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
	<b>TOTAL HOURS</b>	0	178	404	0	60	680	\$157.00	\$19,372.51	
	<b>NEW AMENDMENT NO. 1 - TOTAL COSTS</b>	\$0	\$21,817	\$57,275	\$0	\$3,202	\$64,092	\$1,544	\$65,636	
	<b>ORIGINAL CONTRACT</b>								\$350,000	
	<b>TOTAL CONTRACT</b>								\$415,636	

# Attachment C1

Proposed Fee Detail - Green Infrastructure Demonstration Project Construction Phase Services  
July 14, 2020

- Amendment No. 1

Taliaferro & Browne		Eng VII	ENG VI	Eng V	Eng III	Admin	Tech VI	Project	Sub-Total	Direct Expense	Total
Labor Categories											
Multiplier	Direct Labor Rate	\$ 80.00	\$ 41.00	\$ 36.50	\$ 32.00	\$ 21.00	\$ 27.25	\$ 63.00			
1.25	Pay Rate	\$ 100.00	\$ 51.25	\$ 45.63	\$ 40.00	\$ 26.25	\$ 34.06	\$ 78.75			
<b>100 Project Administration and Administration</b>											
101	Project Management Services (2 hr./mo. x 18 mos.)							\$1,080	\$1,080		\$1,080
102	Monthly Invoicing and Project Status Reports (same)							\$0.00	\$0.00		\$0.00
103	Subcontractor Agreements and Administration							\$0.00	\$0.00		\$0.00
104	Document Management (8 hrs./month x 18 months)							\$0.00	\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,080.00	\$1,080.00	\$0.00	\$1,080.00
<b>600 Construction Office &amp; Field Support Services</b>											
601	Contractor Site Owner/Operator Communication			4			64	\$7,344.00	\$7,344.00		\$7,344.00
602	Project Conferences (2 x 2 hours) and Site Address (3)							\$0.00	\$0.00		\$0.00
603	Review of Contract Documents							\$0.00	\$0.00		\$0.00
604	2 Preconstruction Conferences (4 hrs. x 2 people (Virt/TB))							\$0.00	\$0.00		\$0.00
605.4	Site Visits (1/AM/TL)	24						\$1,578.04	\$1,578.04	\$75.00	\$1,653.04
605	Shop Drawings and Data Submittals	24						\$0,676.04	\$0,676.04		\$0,676.04
607	Monthly Progress Meetings	6						\$1,101.00	\$1,101.00		\$1,101.00
608	Request List of Claims and Chg. Order Requests	12						\$1,787.52	\$1,787.52		\$1,787.52
609	Substantial Completion Inspection (2 Visits/2 TBs)	0						\$0.00	\$0.00		\$0.00
610	Final Completion Inspection (2 Visits/2 TBs)	0						\$0.00	\$0.00		\$0.00
611	Utility Relocation and Construction (TSS Work)							\$0.00	\$0.00		\$0.00
612	Review Contractors Schedules							\$0.00	\$0.00		\$0.00
	Subtotal Hours	60	0	4	0	0	64	0	182		182
	Subtotal Cost	\$1,104.44	\$0.00	\$146.40	\$0.00	\$0.00	\$1,716.00	\$5,307.56	\$8,174.00	\$75.00	\$8,249.00
<b>700 Resident Project Representative Services</b>											
701	Schedules (RPR and ANPR) (24 x 1 hrs. ea)							\$0.00	\$0.00		\$0.00
702	Meeting and Conferences (24 x 2 hrs. ea) (RPR + ANPR)							\$0.00	\$0.00		\$0.00
703	Review of Defective Work, Inspections and Testing							\$0.00	\$0.00		\$0.00
704	Records							\$0.00	\$0.00		\$0.00
705	Reports and Document Review							\$0.00	\$0.00		\$0.00
706	Permit Regulations (monthly with overlap, 24 total, RPR + ANPR review and approve)							\$0.00	\$0.00		\$0.00
707	Substantial Completion Inspection and Documentation							\$0.00	\$0.00		\$0.00
708	Final Completion Inspection and Documentation							\$0.00	\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>800 Project Closeout</b>											
801	Contractor Record Drawings							\$0.00	\$0.00		\$0.00
802	Furnish Contractor's Completion Documents							\$0.00	\$0.00		\$0.00
803	Project Closeout Documentation							\$0.00	\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>900 Additional Design and Support</b>											
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Optional Services</b>											
	Contingency							\$0.00	\$0.00		\$0.00
	Subtotal Hours	0	0	0	0	0	0	0	0		0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL HOURS</b>		<b>60</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>182</b>		<b>182</b>
<b>NEW AMENDMENT NO. 1 - TOTAL COSTS</b>									<b>\$8,174.00</b>	<b>\$75.00</b>	<b>\$8,249.00</b>
<b>ORIGINAL CONTRACT</b>											<b>\$132,184.00</b>
<b>TOTAL CONTRACT</b>											<b>\$140,433.00</b>

**ATTACHMENT C1**

**ENGINEER FEE SUMMARY AND  
SCHEDULE OF POSITION CLASSIFICATIONS**

**Vireo**

<b>Classification</b>	<b>Salary/Hr.*</b>
Principal	\$44.00 - \$65.00
Associate IV	\$31.00 - \$45.00
Associate III	\$24.00 - \$34.00
Associate II	\$20.00 - \$30.00
Associate I	\$18.00 - \$25.00
Technician I	\$15.00 - \$20.00
* The upper end of each range includes a 4% escalation to account for future raise cycle	

07/15/2020

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 2**  
**CONTRACT NO. 1498     PROJECT NO. 81000717**  
**GREEN INFRASTRUCTURE DEMONSTRATION – PHASE II**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Patti Banks Associates LLC dba Vireo (Design Professional). The parties amend the Agreement entered into on August 1, 2018 as follows:

WHEREAS, City has previously entered into a contract dated August 1, 2018 in the amount of \$350,000.00; and

WHEREAS, City has previously entered into Amendment No. 1 dated September 28, 2020 in the amount of \$120,000.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$67,500.00, to amend the total contract amount to \$537,500.00 and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2 Amendment, City and Design Professional agree as follows:

**Sec. 1. Sections Amended.** The Contract is amended as follows:

A. Add the following section(s):

- a. **Sec. I. GENERAL**, Paragraph C. Task Series Listing, Subparagraph Task Series Listing 605 – Construction Office and Field Support Services;
- c. Section **III. BASIC SCOPE OF SERVICES**, Subparagraph **Task 605.1/605.2 Construction Office & Field Support Services**: Maintenance Period Walkthrough: One walkthrough per calendar year for each project throughout the maintenance period shall be completed by the DESIGN PROFESSIONAL to identify any plants that are not meeting requirements of the contract. The DESIGN PROFESSIONAL shall record plants requiring removal and replacement and shall provide CITY a plant warranty punch list identifying plants requiring removal and replacement within the contract specified planting windows. Plan shall include identified plants and species for CONTRACTOR removal and replacement. Plan shall be delivered in PDF format.

Warranty Review and Resolution Meeting with Contractor: CITY and DESIGN PROFESSIONAL shall meet with CONTRACTOR to review plant warranty punch list and discuss plan and schedule of resolution.

DESIGN PROFESSIONAL shall perform a planting walkthrough to validate the warranty punch list was completed. The DESIGN PROFESSIONAL shall provide an update of the PDF plan sheets for any remaining plants still requiring removal and replacement.

b. Sec. 8. Responsibilities of City., Subparagraph F:

Evaluate Contractor's performance at key contractual milestones per the City's Water Services 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.

B. Delete and replace the following section(s):

a. Delete Attachment C1-Engineering Fee Summary and Schedule of Position Classifications, and replace with Attachment C1-Engineering Fee Summary and Schedule of Position Classifications, attached herein;

b. Delete Sec. 4. Compensation and Reimbursables, Subparagraphs A, 1, 3, and 4 and replace with the following Sec. 4. Compensation and Reimbursables, Subparagraphs A, 1, 3 and 4, as follows:

A. The maximum amount that the City shall pay Design Professional under this Agreement is \$537,500.00 as follows:

1. \$296,026.00 for the services performed by Design Professional under this Agreement.

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 \$241,474.00. The following are the reimbursable expenses that City has approved: subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs be included in the unit prices for field investigation work.

4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$0.00** 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.

**Sec. 2. Sections not Amended.** All other sections of the Agreement shall remain in full force and effect.

**Sec. 3. Authorization.** If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

**Sec. 4. Effectiveness; Date.** This amendment will become effective when the City’s Director of Finance has signed it. The date this amendment is signed by the City’s Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party’s signature.

**DESIGN PROFESSIONAL**

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

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

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

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

**KANSAS CITY, MISSOURI**

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

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

Name: D. Matt Bond, P.E.

Title: Deputy Director  
Water Services Department

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)

# Attachment C-1

## Proposed Fee Detail - Green Infrastructure Demonstration Adaptive Management Services

## - CPS Amendment 2

October 4, 2021

Revised October 18, 2021

<b>Vireo</b>											
Multiplier	Labor Category	Principal I	Proj. Mgr. Associate IV	Associate III	Associate II / Financial Manager	Assoc. I	Sub-Total	Direct Expense	T&B	Total	Comments
3.04		\$ 45.67	\$ 40.38	\$ 30.35	\$ 29.01	\$ 21.39					
		\$ 138.84	\$ 122.76	\$ 92.26	\$ 88.19	\$ 65.03					
<b>100</b>	<b>Project Management and Administration</b>	<b>6/1/2021 to 12/31/2021</b>									
101	Project Management Services (2 hr./mo. x 7 mo.)		14				\$1,718.70		\$0.00	\$1,718.70	
102	Monthly Invoicing and Project Status Reports (1.33 hr. x 7)		10				\$1,227.64		\$0.00	\$1,227.64	
103	Subconsultant Agreements and Administration		4				\$491.06		\$0.00	\$491.06	
104	Document Management (4 hrs./month x 6 months)		0				\$0.00		\$0.00	\$0.00	
	Subtotal Hours	0	28	0	0	0	28				
	Subtotal Cost	\$0.00	\$3,437.40	\$0.00	\$0.00	\$0.00	\$3,437.40	\$0.00	\$0.00	\$3,437.40	
<b>600</b>	<b>Field Support Services</b>										
601	Contractor Site Owner/Operator Communication		32				\$3,928.46		\$0.00	\$3,928.46	1 hr/week x 32 weeks
603	Interp. of Contract Documents/Adaptive management plans (2)		32				\$3,928.46		\$0.00	\$3,928.46	16 hrs ea.: O&M and Fall Reseeding Plans
605.1	Fall EHS 2022 and 2023, Spring 2024 Evaluation and Report		40				\$4,910.57	\$89.00	\$0.00	\$4,999.57	EHS annual assessment, rpt. & meeting
605.2	Site Visits and Progress Inspects. (4 hr./week + 4 hr./mo.)		144				\$17,678.06	\$200.00	\$5,447.56	\$23,325.62	4 hrs./week + monthly progress meeting
	Fall 2021 Replacement Plantings and Reseeding Observation		48				\$5,892.69	\$54.00	\$0.00	\$5,946.69	Observe and count plantings; overseeding.
	Fall 2022 and 2023, Spring 2024 Eval., Rep./Overseed, + Rpt.		100				\$12,276.43	\$224.00	\$0.00	\$12,500.43	Observe and count plantings; overseeding.
606	Shop Drawings and Submittals (structures, seeding/vegetation)		16				\$1,964.23		\$3,575.04	\$5,539.27	Review seed/Erosion/structure submittals
608	Assist Eval. of Claims and Chg. Order Requests		16				\$1,964.23		\$1,191.68	\$3,155.91	Review plant orders and delivery tickets
	Subtotal Hours	0	428	0	0	0	428				
	Subtotal Cost	\$0.00	\$52,543.13	\$0.00	\$0.00	\$0.00	\$52,543.13	\$567.00	\$10,214.28	\$63,324.41	
<b>700</b>	<b>Resident Project Representative Services</b>										
	Subtotal Hours	0	0	0	0	0	0				
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>800</b>	<b>Project Closeout</b>										
801	Construction Record Drawings			8			\$738.11		\$0.00	\$738.11	Fall as-built planting plan update
802	Furnish Contractor's Completion Documents						\$0.00		\$0.00	\$0.00	
803	Project Closeout Documentation						\$0.00		\$0.00	\$0.00	
	Subtotal Hours	0	0	8	0	0	8				
	Subtotal Cost	\$0.00	\$0.00	\$738.11	\$0.00	\$0.00	\$738.11	\$0.00	\$0.00	\$738.11	
<b>900</b>	<b>Additional Design and Support</b>	<b>Phase Complete</b>									
	Subtotal Hours	0	0	0	0	0	0				
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Optional Services</b>										
	Subtotal Hours	0	0	0	0	0	0			\$0.00	
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>TOTAL HOURS</b>		<b>0</b>	<b>456</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>464</b>				
<b>AMENDMENT 2 - TOTAL COSTS</b>		<b>\$0</b>	<b>\$55,981</b>	<b>\$738</b>	<b>\$0</b>	<b>\$0</b>	<b>\$56,719</b>	<b>\$567</b>	<b>\$10,214</b>	<b>\$67,500</b>	
<b>AUTHORIZED AMOUNT* [*Including O.S. #6]</b>										<b>\$470,000</b>	
<b>TOTAL CONTRACT</b>										<b>\$537,500</b>	

**ATTACHMENT C-1**

**ENGINEER FEE SUMMARY AND  
SCHEDULE OF POSITION CLASSIFICATIONS**

**Vireo**

<b>Classification</b>	<b>Salary/Hr.*</b>
Principal	\$44.00 - \$65.00
Associate IV	\$31.00 - \$45.00
Associate III	\$24.00 - \$34.00
Associate II	\$20.00 - \$30.00
Associate I	\$18.00 - \$25.00
Technician I	\$15.00 - \$20.00
* The upper end of each range includes a 4% escalation to account for future raise cycle	

DRAFT



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**File #: 211057**

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ORDINANCE NO. 211057

Authorizing a \$1,350,000.00 construction contract with Leath & Sons, Inc., for the replacement of water mains along West Gregory Boulevard, Ward Parkway to Wornall Road; and authorizing a maximum expenditure of \$1,450,000.00.

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. 9639 in the amount of \$1,350,000.00 with Leath & Sons, Inc., for the replacement of water mains along West Gregory Boulevard, Ward Parkway to Wornall Road, Project No. 80002291. A copy of the contract 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 \$1,450,000.00 from Account No. 22-8010-807705-B-80002291, Water Main Replacement Program, to satisfy the cost of this contract.

..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 and legality:

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Mark P. Jones  
Assistant City Attorney

# CONTRACT

211057

## Ordinance Fact Sheet

## Construction/Misc. Form

**Brief Title**  
 Authorizing a construction contract for the replacement of water mains along W. Gregory Boulevard, Ward Parkway to Wornall Road.

**Approval Deadline**

**Reason**  
 To authorize execution of a construction contract and expenditures.

**Details**

**Reason for Contract**  
 This construction project will be performed to replace aging, break-prone cast iron pipe (CIP) and polyvinyl chloride (PVC) water mains with ductile iron pipe (DIP).

**Discussion**

**Project Justification**

The Water Services Department is undertaking this construction project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

**Project Description**

This project includes the replacement of approximately 2,960 linear feet (LF) of break prone 12-inch deteriorated and break-prone water mains along W. Gregory Boulevard from Ward Parkway to Wornall Road, in Kansas City, Jackson County, Missouri.

This work will include the transfer of customers' water service connections from existing mains to new mains, as well as restoration of roads and properties. The amount of this contract is \$1,350,000.00.

**Roles and Responsibilities**

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Leath & Sons, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering:  Walter P. Moore and Associates, Inc. Inspections:  City staff Construction or Project Management:  City staff Service Monitoring:  City staff

**Policy/Program Impact**

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

(Continued on reverse side)





# MBE/WBE/DBE Contract Goals Request

Date: January 26, 2021  
 To: Phillip Yelder, Human Relations Department  
 From: Davis McDonald-MacLin, Water Services Department

<b>Project Number</b> 80002291	<b>Project Name</b> Water Main Replacement along Gregory Boulevard from Ward Parkway to Wornall Road	
<b>Contract ID Number</b> 9639	<b>Estimated Cost: (cost breakdown attached)</b> \$ 759,500.00	<b>Solicitation Date:</b> 4/22/2021
<b>Estimated Project Duration: 90 Days</b>		

Note: Click the box to select

<input checked="" type="checkbox"/> FICB	<b>PREVAILING WAGE:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Contract Category:</b>	<input checked="" type="checkbox"/> Construction <input type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Other (Enter Type):
<b>Type:</b>	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment No. <input type="checkbox"/> Design-Build <input type="checkbox"/> Other Goods & Services <input type="checkbox"/> Facilities Maintenance/Repair <input type="checkbox"/> Non-Municipal Agency <input type="checkbox"/> Lease <input type="checkbox"/> Tenant (MBE/WBE) <input type="checkbox"/> Concession
<b>Funding:</b>	<input checked="" type="checkbox"/> City(MBE/WBE) <input type="checkbox"/> Federal (DBE) <input type="checkbox"/> State (DBE) <input type="checkbox"/> Other: <input type="checkbox"/> Grant#
<b>Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than \$300,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work.</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/> Estimated Cost Breakdown attached - Page 2 <input checked="" type="checkbox"/> List of Required Crafts attached - Page 3	

**Description of work:**

This project includes the replacement of approximately 2,630 LF of break prone 12-inch CIP water mains along Gregory Boulevard from Ward Parkway to Wornall Road with 12-inch DIP in Kansas City, Jackson County, Missouri

cc:

**FOR HUMAN RELATIONS DEPARTMENT USE ONLY:**

No Goals are set for this Project; OR  
 The following Goals are approved for this Project: 9 % MBE 7 % WBE OR \_\_\_\_\_ % DBE

Human Relations Department [Signature] Date: 02/04/21

**FOR FAIRNESS IN CONSTRUCTION BOARD USE ONLY<sup>2</sup>**

Approved  Disapproved  N/A

[Signature] Date: 2-11-2021

**FOR GRANT AGENCY USE ONLY<sup>2</sup>**

Approved  Disapproved  N/A

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

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

<sup>2</sup> For Projects subject to prevailing wage requirements only.

<b>LEGISLATIVE FISCAL NOTE</b>	LEGISLATION NUMBER:	211057
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**LEGISLATION IN BRIEF:**

Authorizing a \$1,350,000.00 construction contract with Leath & Sons, Inc., for the replacement of water mains along W. Gregory Boulevard, Ward Parkway to Wornall Road; and authorizing a maximum expenditure of \$1,450,000.00.

**What is the purpose of this legislation?** CAPITAL

*For the purpose of funding for the construction of fixed capitalizable assets*

**Does this legislation spend money?**  YES Yes/No  
*See Sections 01, 02 and 03 for sources of funding*

**Does this legislation estimate new Revenues?**  NO Yes/No  
*0*

**Does this Legislation Increase Appropriations?**  NO Yes/No  
*0*

**Does this legislation expand the scope of city services, or expand the city's infrastructure?**  NO Yes/No  
*Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below*

**Section 00: Notes:**

*This water main replacement project was programmed in the FY22 Five-Year Capital Improvement Plan. This project will have an estimated 100 year lifespan with \$5,000.00 estimated costs per year for operations and maintenance as shown in Section 04 below under the current budget of 8010-802310.*

Five years of operational and maintenance costs should be included in Section 04 below.

**FINANCIAL IMPACT OF LEGISLATION**

**Section 01: If applicable, where are funds appropriated in the current budget?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8010	807705	611060	80002291	1,450,000.00	

**Section 02: If applicable, where will new revenues be estimated?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

**Section 03: If applicable, where will appropriations be increased?**

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

<b>NET IMPACT ON OPERATIONAL BUDGET</b>				-	-
---	--	--	--	---	---

*RESERVE STATUS:*

**SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)**

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
<b>TOTAL REV</b>		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8010	Water Fund	1,450,000	5,000	5,000	5,000	5,000	5,000	475,000
<b>TOTAL EXP</b>		1,450,000	5,000	5,000	5,000	5,000	5,000	475,000

<b>NET Per-YEAR IMPACT</b>		(1,450,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(475,000)
<b>NET IMPACT ( SIX YEARS)</b>		<b>(1,950,000.00)</b>						

REVIEWED BY Michael Jenkins DATE 11/22/2021

# CONTRACT

**211057**

## Ordinance Fact Sheet

## Construction/Misc. Form

Revised 12-03-2021

Brief Title	Approval Deadline
Authorizing a construction contract for the replacement of water mains along W. Gregory Boulevard, Ward Parkway to Wornall Road.	

Reason
To authorize execution of a construction contract and expenditures.

**Details**

**Reason for Contract**

This construction project will be performed to replace aging, break-prone cast iron pipe (CIP) and polyvinyl chloride (PVC) water mains with ductile iron pipe (DIP).

**Discussion**

**Project Justification**

The Water Services Department is undertaking this construction project to improve distribution system reliability, increase hydraulic conveyance capacity, and support fire protection.

**Project Description**

This project includes the replacement of approximately 2,960 linear feet (LF) of break prone 12-inch deteriorated and break-prone water mains along W. Gregory Boulevard from Ward Parkway to Wornall Road, in Kansas City, Jackson County, Missouri.

This work will include the transfer of customers' water service connections from existing mains to new mains, as well as restoration of roads and properties. The amount of this contract is \$1,350,000.00.

**Roles and Responsibilities**

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Leath & Sons, Inc.
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals  None known  Reason for Opposition
Responsibilities	Design Engineering:  Walter P. Moore and Associates, Inc. Inspections:  City staff Construction or Project Management:  City staff Service Monitoring:  City staff

**Policy/Program Impact**

Policy or Program Emphasis Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

*(Continued on reverse side)*





# TRANSPORTATION, INFRASTRUCTURE & OPERATIONS COMMITTEE

DECEMBER 8, 2021



# ORDINANCE NO. 211057

## *Water Main Replacement Along W. Gregory Boulevard, Ward Parkway to Wornall Road*

Authorizing a \$1,350,000.00 construction contract with Leath & Sons, Inc., for the replacement of water mains along West Gregory Boulevard, Ward Parkway to Wornall Road; and authorizing a maximum expenditure of \$1,450,000.00.



# ORDINANCE NO. 211057

## PROACTIVE PUBLIC ENGAGEMENT

Public information sheet posted <https://www.kcwater.us/projects>

### Public meeting held virtually:

- KC Water/City leaders invited internally
- Affected customers receive postcard invitation
- Project team gives overview of project and construction activity impact
- Meeting recorded and posted online

### Ongoing during work:

- Contractor and Project Manager information distributed
- Contractors notify customers prior to traffic disruption and brief water outages

# INVESTING IN KC



## WATER MAIN REPLACEMENT

In the Area of Burning Tree Drive to W. 139th Street and Saint Andrews Drive to Wornall Road

Replacing approximately 7,277 feet of break-prone 2-inch, 6-inch, 8-inch, and 12-inch cast iron pipe water mains with more durable ductile iron pipe in the area of Burning Tree Drive to W. 139th Street and Saint Andrews Drive to Wornall Road

### PUBLIC MEETING

**What:** Water Main Replacement

**When:** Tuesday, October 13, 2020  
6:00 p.m.

**Where:** <https://www.kcwater.us/projects/current-projects>  
Click on the project: Water Main Replacement  
Burning Tree Drive to W. 139th Street  
Or call +1 873-212-5076 (toll)  
Conference ID: 942 114 266#



PROJECT AREA

October 2020 to June 2021



THANK YOU





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**File #: 210852**

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RESOLUTION NO. 210852

RESOLUTION - Directing the City Manager to implement a COVID-19 Mandatory Vaccination Policy for the City's workforce consistent with the requirements for federal employees.

WHEREAS, the CDC has recommended vaccinations to maximize protection from COVID-19 and prevent possibly spreading it to others; and

WHEREAS, one COVID-19 vaccine has received approval from the U.S. Food and Drug Administration (FDA) and two others are currently authorized for emergency use; and

WHEREAS, Kansas City currently has a vaccination rate of less than fifty percent; and

WHEREAS, the City Council considers the health and safety of the City workforce and the public with which they interact a priority and believes all available actions should be taken to protect its workforce and the public; and

WHEREAS, on September 9, 2021, President Biden issued Executive Order 14043, Requiring Coronavirus Disease 2019 Vaccination for Federal Employees; and

WHEREAS, Executive Order 14043 requires implementation of programs to require COVID-19 vaccinations for all Federal employees with exceptions only as required by law; and

WHEREAS, it has been announced that the United States Department of Labor's Occupational Safety and Health Administration (OSHA) is developing an emergency temporary standard (ETS) to apply to private-sector workforces; NOW, THEREFORE,

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

Section 1. That the City Manager is directed to implement a COVID-19 Mandatory Vaccination Policy for the City's workforce consistent with any vaccination requirement for Federal employees.

Section 2. That the City Manager is directed to report back to Council within 14 days with an implementation plan for the COVID-19 Mandatory Vaccination Policy.

Section 3. That the City Manager is directed to report back to Council on any ETS issued by OSHA as well as any other law, regulation or order at the Federal level related to the COVID-

19 pandemic and vaccines within 14 days of the issuance of such ETS or law, regulation or order, and to modify the City's Mandatory Vaccination Policy as necessary.

..end

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**No Fact Sheet  
for  
Resolution  
No. 210852**



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**File #: 210966**

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ORDINANCE NO. 210966

Directing the City Manager to remove bicycle lanes that have been installed in the Third District within the last 12 months and to establish new policies pertaining to the installation of new bicycle lanes within the Third District; exempting the Third District from the Complete Streets policy; and updating this Ordinance every four years.

WHEREAS, the City Council recognizes that bicycle lanes are important to a healthy community; and

WHEREAS, collaboration with and consent from neighborhood associations and residents is a critical step prior to the installation of bicycle lanes; and

WHEREAS, it is important for City staff to share and identify opportunity costs with neighborhood associations and residents regarding the installation of bicycle lanes in order to promote the walkability of neighborhoods; and

WHEREAS, the Third District prioritizes safe routes to school and walkability first; and

WHEREAS, the City has installed bicycle lanes without the proper community engagement which creates additional distrust of city government; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to remove bicycle lanes that have been installed in the Third District within the last 12 months unless the neighborhood association where the bicycle lanes are installed has sent or sends a written approval of the bicycle lane within the next 60 days from the date of passage of this ordinance.

Section 2. That no additional bicycle lanes will be installed in the Third District without written approval from both Third District Councilmembers. Before requests for additional bicycle lanes will be considered by the Third District Councilmembers, all sidewalks within a one-mile radius of the proposed installation must be repaired, all crosswalks must be striped in the appropriate areas and written consent from the neighborhood(s) where the bicycle lane(s) is proposed to be installed is required.

Section 3. That the directives in Committee Substitute for Resolution No. 200558 pertaining to providing automatic bulky item pickup within a twelve-block radius of all k-12 school buildings located in the city's six high priority zip codes with lowest life expectancy as

identified by the City's Health Department must be implemented before approval is sought from the Third District Councilmembers for additional bicycle lane installation.

Section 4. That priority areas for bicycle lanes in the Third District are hereby declared as 23rd Street, Van Brunt Boulevard and Truman Road. Written approval of the proposed bicycle lane(s) is required from the Neighborhood and Community Improvement Districts within those corridors.

Section 5. That the Third District is hereby declared exempt from the Complete Streets policy contained in Chapter 64, Article II, Code of Ordinances.

Section 6. That the City Manager is directed to update this ordinance every four years from the date of passage.

..end

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Approved as to form and legality:

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Nicole Rowlette  
Assistant City Attorney

**No Fact Sheet  
for  
Ordinance  
210966**



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**File #: 210994**

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ORDINANCE NO. 210994

Amending various sections of Chapter 18, “Building and Rehabilitation Code” for the purpose of establishing the contractor licensing category of journeyman electrician.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 18 of the Code of Ordinances entitled “Building and Rehabilitation Code” is hereby amended by repealing Sections 18-14, 18-324, 18-327, and 18-339 and enacting in lieu thereof new sections of like number and subject matter to read as follows:

**Sec. 18-14. Required licenses; exceptions.**

(a) *Mechanical work.* Any person, firm or organization doing mechanical work or causing such work to be done shall first be licensed as a mechanical contractor or shall be doing such work as a direct employee of a licensed mechanical contractor and under the supervision of that licensed mechanical contractor’s qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(b) *Pipe fitting work.* Any person, firm or organization doing pipe fitting work or causing such work to be done shall first be licensed as a pipe fitting contractor or shall be doing such work as a direct employee of a licensed pipe fitting contractor and under the supervision of that licensed pipe fitting contractor’s qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(c) *Plumbing work.* Any person, firm or organization doing plumbing work or causing such work to be done shall first be licensed as a plumbing contractor, or shall be doing such work as a direct employee of a licensed plumbing contractor and under the supervision of that licensed plumbing contractor’s qualified supervisor. In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman plumber or master plumber certificate of qualification, or other direct plumbing employee with on-site supervision by a certified journeyman or master plumber. Certification and licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of article XII of this chapter.

(d) *Installation or servicing of gas-fired appliances.* Any person, firm or organization installing or servicing gas-fired appliances shall first be licensed as a gas-fired appliance contractor or as a plumbing contractor or shall be doing such work as a direct employee of a licensed gas-fired appliance or plumbing contractor and under the supervision of that licensed gas-fired appliance contractor's or licensed plumbing contractor's qualified supervisor. Certification and licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(e) *Electrical work.* Any person, firm or organization doing electrical work or causing such work to be done shall first be licensed as an electrical contractor or shall be doing such work as a direct employee of a licensed electrical contractor and under the supervision of that licensed electrical contractor's qualified supervisor. In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman electrician or master electrician certificate of qualification, or other direct electrical employee with on-site supervision by a certified journeyman or master electrician. Certification and licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of article XII of this chapter.

(f) *Installation or servicing of automatic sprinkler systems, non-water based fire extinguishing systems, or standpipe and hose systems.* Any person, firm or organization who engages in the installation, alteration, modernization, repair, maintenance, or service of automatic sprinkler systems, non-water based fire extinguishing systems, or standpipe and hose systems regulated by chapter 9 of the *International Building Code* and Article II of this chapter shall first be licensed as a fire protection contractor or shall be doing such work as a direct employee of a licensed fire protection contractor and under the supervision of that licensed fire protection contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(g) *Installation or servicing of elevators, escalators, walks, lifts, and hoists.* Any person, firm or organization who engages in the installation, alteration, modernization, repair, maintenance, testing, inspection, or service of elevators, escalators, walks, lifts, or hoists shall first be licensed as an elevator contractor or shall be doing such work as a direct employee of a licensed elevator contractor and under the supervision of that licensed elevator contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(h) *Erection or maintenance of signs.* Any person, firm or organization who engages in the business of maintaining, erecting, painting, or removing signs or marquees shall first be licensed as a sign contractor or shall be doing such work as a direct employee of a licensed sign contractor and under the supervision of that licensed sign contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(i) *Demolition of buildings.* Any person, firm, or organization who contracts to demolish any building for another shall first be licensed in the appropriate class of demolition contractors or shall be doing such work as a direct employee of a licensed demolition contractor

and under the supervision of that licensed demolition contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(j) *Residential building.* Any person, firm, or organization who contracts to construct, structurally alter or enlarge any one- or two-family detached dwelling or townhouse including detached accessory buildings in excess of 400 square feet in area thereto as regulated by article III of this chapter shall first be licensed as a residential building contractor or shall be doing such work as a direct employee of a licensed residential building contractor under the supervision of that licensed residential building contractor's qualified supervisor or as a building trades subcontractor, not otherwise required to be licensed under this section, to a licensed residential building contractor holding a valid building permit and under the direction of that licensed residential building contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(k) *Exceptions to license requirements.*

- (1) Permits for work as required by this chapter may be issued to any person to do any work regulated by this chapter in a single-family dwelling used exclusively for living purposes, including the usual accessory buildings and quarters in connection with such buildings, provided that such person is the bona fide owner of any such dwelling and accessory buildings and quarters, provided that the dwelling and accessory buildings are occupied by the owner, and provided that the owner and his or her immediate relatives shall personally purchase all material and perform all labor in connection therewith; where the work is included in a building permit issued according to this exception, the owner may contract and direct the work of building trades subcontractor(s), not otherwise required to be licensed under section 18-14.
- (2) Public utility companies will not be required to obtain licenses for their firms or corporations or for their employees when engaged in the installation, operation, and maintenance of equipment which will be used for the production, generation, transmission, or distribution of the product or service from the source of the product or service through the facilities owned or operated by such utility company to the point of the customer service, including the metering.
- (3) Provisions of this chapter requiring employment of certified or licensed mechanics, craftsmen, or engineers shall not apply to maintenance or operation of equipment and accessories used for operations, production, or processing by public utilities, government agencies, manufacturing or processing plants, or commercial enterprises which maintain a regular maintenance and operating staff supervised by a professional engineer registered by the state. However, work under such supervision shall be performed to comply in all respects with all applicable provisions of this chapter, including provisions for permits and inspections.

- (4) The property owner or owner of the business on the property may install a temporary sign, as defined in this chapter, after obtaining the required permit.
- (5) The owner of record may demolish any one-story building which is at least ten feet from all property lines or any two-story building which is at least 15 feet from all property lines. Such work must be done by the owner or by members of the owner's immediate family.
- (6) Licensing as a sign contractor is not required for the issuance of permits to construct a residential subdivision entry sign provided such sign contains no electrical components, is constructed as an integral part of a monument or wall and identifies only the name of the subdivision. Such sign may also identify the name of the developer of the subdivision.
- (7) Licensing as a sign contractor is not required for the issuance of permits to construct a monument sign where the entire sign is etched or engraved on stone or similar materials provided such sign contains no electrical components and is constructed as an integral part of the monument.

**Sec. 18-324. Title and scope of division; definition.**

- (a) This division shall be known as the licensing division, and may be cited as such.
- (b) Where the term "director of city planning and development" is used in this division, this shall mean the director of city planning and development or his authorized representative.
- (c) For the purposes of this article and other sections of this code pertinent to licensing, the term "employee" shall not apply to consultants, contract labor, or subcontractors employed by the licensed contractor. Such individuals or entities shall be considered contractors in their own right and, as such, shall be required to obtain their own licenses as required by this chapter.
- (d) For the purposes of this article and other sections of this Code pertinent to licensing, the term "direct employee" shall mean an employee (as defined in this section) of a licensed contractor working in a regulated construction trade who has not achieved a supervisor certificate of qualification. For plumbing work, the term "direct employee" shall mean an employee working in the trade of plumbing who has not achieved a master or journeyman plumber certificate of qualification. For electrical work, the term "direct employee" shall mean an employee working in the trade of electrical who has not achieved a master or journeyman electrician certificate of qualification.

**Sec. 18-327. License classes; prerequisites for licensing.**

- (a) *Classes; authorized work.* There shall be various classes of licenses under this division, and the holder of each license shall be authorized to do the following:

- (1) *Demolition contractor class I.* Demolition of any building, structure, or portion thereof, without limitation of height or size. All such work shall be performed by a licensed demolition contractor class I and shall be performed by or under the supervision of the holder of a demolition supervisor class I certificate of qualification.
- (2) *Demolition contractor class II.* Demolition of any building not more than three stories in height, excluding the basement. All such work shall be performed by a licensed demolition contractor class II and shall be performed by or under the supervision of the holder of a demolition supervisor class I or demolition supervisor class II certificate of qualification.
- (3) *Electrical contractor class I.* Installation, alteration, repair, or removal of any electrical equipment regulated by this chapter. All such work shall be performed by a licensed electrical contractor class I and shall be performed by or under the supervision of the holder of a master electrician certificate of qualification. In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman electrician or master electrician certificate of qualification, or other direct electrical employee with on-site supervision by a certified journeyman or master electrician.
- (4) *Electrical contractor class II.*
  - a. Maintenance or repair of an existing facility on property owned by the licensee or his employer;
  - b. Assembly, installation, wiring, and connection of electric lighting fixtures and extending existing circuits not more than ten feet;
  - c. Connection of new or replacement gas-fired heating equipment to existing electrical circuits, extension of existing circuits not more than ten feet, and installation of control circuits; or
  - d. Assembly, installation, wiring, and connection of electric signs when such connection is limited to extension of existing circuits not more than ten feet.

All such work shall be performed by a licensed electrical contractor class II and shall be performed by or under the supervision of the holder of a master (limited) electrician or master electrician certificate of qualification.

- (5) *Electrical contractor class III.* Installation, alteration, repair, or removal of communication; fire alarm; burglar alarm; remote control; and other low-energy power, low-voltage power, signal, sound recording, and similar equipment

regulated by this chapter. All such work shall be performed by a licensed electrical contractor class III and shall be performed by or under the supervision of the holder of an electrical supervisor or master electrician certificate of qualification.

- (6) *Elevator contractor class I.* Installation, alteration, modernization, maintenance, service, testing, or repair of any electric or electrohydraulic passenger or freight elevators, escalators, or moving walks. All such work shall be performed by a licensed elevator contractor class I and shall be performed by or under the supervision of the holder of an elevator supervisor class I certificate of qualification.
- (7) *Elevator contractor class II.* Installation, alteration, modernization, maintenance, service, testing, or repair of any hand-powered freight elevator, electric or hand-powered dumbwaiter, manlift, private residence elevator, chairlift, workmen's hoist, material hoist, conveyor, and related equipment. An elevator contractor class II license is also required for any person, firm, or corporation engaged only in the maintenance, service, or minor alteration of equipment covered by an elevator contractor class I license when such equipment is owned or operated by the person, firm, or corporation. All such work shall be performed by a licensed elevator contractor class II and shall be performed by or under the supervision of the holder of an elevator supervisor class I or elevator supervisor class II certificate of qualification.
- (8) *Elevator contractor class III.* Installation, alteration, modernization, maintenance, service, testing, or repair of Personnel Hoists and Employee Elevators on Construction and Demolition Sites in accordance with ANSI A10.4. All such work shall be performed by a licensed elevator contractor class III and shall be performed by or under the supervision of the holder of an elevator supervisor class I, II or III certificate of qualification.
- (9) *Fire protection contractor class I.* The installation, alteration, modernization, maintenance, servicing, repair, testing, and inspection of automatic sprinkler systems and standpipe systems for any and all types of occupancies, inclusive of all related underground fire lines and fire services and inclusive of, but not limited to, all appurtenances such as fire pumps; water storage tanks; fire control systems; automatic and manual water-spray and deluge systems; special extinguishing systems using carbon dioxide, foam, dry chemicals, or inert gas; and other such systems used for the control or extinguishment of fire. Backflow prevention devices are permitted to be installed, but they must be tested in accordance with city and state regulations. All such work shall be performed by a licensed fire protection contractor class I and shall be performed by or under the supervision of the holder of a fire protection supervisor class I certificate of qualification. A fire protection contractor class I shall place with the director of finance a cash deposit in the amount of \$500.00. Should the contractor in any event fail to pay bills rendered by the city for any obligation, permit, service, or material, the amount of

such bills shall be deducted from the deposit. Failure of the contractor to pay such bills or his failure to maintain the deposit in the full amount of \$500.00 shall be cause for denial of the issuance of further permits.

- (10) *Fire protection contractor class II.* Installation, maintenance, testing, or repair of only dry, wet, or combination standpipe systems as defined in chapter 9 of the *International Building Code* or article II of this chapter; and installation of fire hydrant lines. All such work shall be performed by a licensed fire protection contractor class II and shall be performed by or under the supervision of the holder of a fire protection supervisor class I or fire protection supervisor class II certificate of qualification. A fire protection contractor class II shall place with the director of finance a cash deposit in the amount of \$500.00. Should the contractor in any event fail to pay bills rendered by the city for any obligation, permit, service, or material, the amount of such bills shall be deducted from the deposit. Failure of the contractor to pay such bills or his failure to maintain the deposit in the full amount of \$500.00 shall be cause for denial of the issuance of further permits.
- (11) *Fire protection contractor class III.* Installation, maintenance, testing, or repair of only special systems using carbon dioxide, foam, dry chemicals, or inert gas for the control or extinguishment of fire. All such work shall be performed by a licensed fire protection contractor class III and shall be performed by or under the supervision of the holder of a fire protection supervisor class I or fire protection supervisor class III certificate of qualification.
- (12) *Gas-fired appliance contractor.* Installation, erection, alteration, repair, servicing, or resetting of gas-fired appliances other than warm air heating units, but including water heaters of not more than 100 gallons' storage capacity; and installation of low-voltage wiring not exceeding 48 volts when such wiring is not enclosed in conduit or raceway. All such work shall be performed by a licensed gas-fired appliance contractor and shall be performed by or under the supervision of the holder of a gas-fired appliance supervisor or master plumber certificate of qualification.
- (13) *Mechanical contractor.* Installation, alteration, servicing, replacement, repair, or maintenance of heating, duct, ventilation and mechanical refrigeration systems; connection of a humidifier which is part of a heating system to an existing potable water supply system within a building; connection of gas piping from the nearest cutoff valve to the burner of a warm air heating system; connection of low voltage control wiring to an existing control box; electrical power connection from the equipment disconnect switch serving the equipment or the nearest existing junction box; and installation, alteration, servicing, replacement, removal, or repair of air conditioning units; and where refrigerant piping must be installed or where a refrigerant-containing part must be cut into for connection or assembly. All such work shall be performed by a licensed mechanical contractor and shall

be performed by or under the supervision of the holder of a mechanical supervisor certificate of qualification.

Additionally, the installation of a replacement residential water heater that is connected to existing piping systems and is under the administration of the Department of Neighborhood and Community Services Property Preservation Division may be performed by a licensed mechanical contractor.

- (14) *Pipe fitting contractor.* Installation, maintenance, repair, and servicing of refrigeration equipment; installation and servicing of low-pressure hot water and steam heating systems; installation of any system containing or connected to a boiler designed to operate under a steam pressure greater than 15 pounds per square inch; installation of any system containing or connected to an unfired pressure vessel designed to operate under a pressure greater than 15 pounds per square inch; installation of industrial or chemical piping designed to operate under a pressure greater than 15 pounds per square inch; installation of pipe insulation; and installation of low-voltage wiring which does not exceed 48 volts when such wiring is not enclosed in conduit or raceway. All such work shall be performed by a licensed pipe fitting contractor and shall be performed by or under the supervision of the holder of a master pipe fitter certificate of qualification.
- (15) *Plumbing contractor.* Installation, maintenance, repair, servicing, and testing of all sanitary plumbing and potable water supply piping, and appliances connected thereto, including gas piping, and the complete installation of water heaters; the installation of piping for transmission of chemicals and gases where regulated by this Code; the installation of gas ranges, domestic gas incinerators, gas dryers, and other gas-fired appliances; the installation of steam heating plants carrying pressures not exceeding 15 pounds per square inch gauge steam pressure; the installation of hot water heating plants carrying pressures not exceeding 30 pounds per square inch gauge hot water pressure; and installation of low-voltage wiring not exceeding 48 volts for gas-fired appliances and water heaters when such wiring is not enclosed in conduit or raceway. All such work shall be performed by a licensed plumbing contractor and shall be performed under the supervision of the holder of a master plumber certificate of qualification. In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman plumber or master plumber certificate of qualification, or other direct plumbing employee with on-site supervision by a certified journeyman or master plumber. As a condition for obtaining and maintaining a plumbing contractor license and before any permit for work requiring excavation on any street, alley, public place, or easement shall be issued, the applicant for such license or permit shall have placed with the director of finance a cash deposit of not less than \$500.00. This money shall be maintained and held as a special deposit to protect the city on account of any expense it may incur in repairing, refilling, paving, or resurfacing any cut or excavation, or for repairing any damages to any city-owned utility as a result of work done under such permit. Should the contractor fail to pay bills rendered by the city for any obligation, permit, service, or material, the

amount of such bills shall be deducted from the deposit. Failure of the contractor to pay such bills or failure to maintain the deposit in full shall be cause for denial of issuance of further permits. Certain excavation permits shall require the contractor to post additional restoration deposit fees of up to \$50,000.00 with the director of finance in accordance with chapter 64.

- (16) Residential building contractor. Constructing, structurally altering or enlarging any one- or two-family detached dwelling or townhouse including detached accessory buildings in excess of 400 square feet in area thereto as regulated by article III of this chapter. All such work shall be performed by a licensed residential building contractor and shall be performed by or under the supervision of that licensed residential building contractor's qualified supervisor or by building trades subcontractor(s), not otherwise required to be licensed under this article, to the licensed residential building contractor holding a valid building permit and under the direction of that licensed residential contractor's qualified supervisor.
- (17) *Sign contractor.* Installation, maintenance, or repair of off-premise advertising (billboards or other outdoor advertising making use of rental panels or paint boards) and/or on-premise advertising (outdoor advertising making use of media other than rental panels or paint boards). All such work shall be performed by a licensed sign contractor and shall be performed by or under the supervision of the holder of a sign supervisor certificate of qualification. If electrical wiring is involved, an electrical contractor class I or class II license is also required.
  - (b) *Indemnity insurance.*
    - (1) *Required.* The following classifications shall, as a condition precedent to issuance, maintenance, or renewal of a license, furnish to the department of city planning and development a certificate of insurance issued by a company approved by the director of finance: demolition contractor class I, demolition contractor class II, fire protection contractor class I, fire protection contractor class II, plumbing contractor, residential building contractor and sign contractor.
    - (2) *Policy requirements.* The contractor shall provide a certificate of insurance indicating insurance meeting the following requirements:
      - a. The policy shall provide for liability insurance with a minimum aggregate limit of \$1,000,000.00 per occurrence.
      - b. The city shall be added as an additional insured to such policy by separate endorsement; except that no such endorsement shall be required for a residential building contractor unless such contractor will be performing work in the public right-of-way.

- c. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of such policy at least 30 days prior thereto, or ten days in the event of cancellation due to nonpayment of premium.
  - d. The insurance certificate shall be produced by a company having a current A.M. Best rating of B+ V or better and licensed to do business in the state of Missouri.
  - e. Before the license is issued, and annually thereafter, the contractor shall deposit with the city a certificate of insurance evidencing that the coverage required by this subsection is in force and that the endorsements required by subsections (b)(2)b and c of this section have been issued.
- (3) Failure to maintain the required insurance shall be grounds for automatic suspension of a license and for denial of further permits and inspections.

**Sec. 18-339. Classification of certificates of qualification.**

(a) *Generally.* There shall be various classes of certificates of qualification under this division, and the holder of each certificate type shall be authorized to do the work specified for that class.

(b) *Supervisor certificates.* A supervisor certificate of qualification shall be required for certain contractor licenses as set forth in this division and shall allow the holder to serve as supervisor as follows:

Supervisor	Licensee
Demolition supervisor class I	Demolition contractor class I or II
Demolition supervisor class II	Demolition contractor class II
Electrical supervisor	Electrical contractor class III
Elevator supervisor class I	Elevator contractor class I or II
Elevator supervisor class II	Elevator contractor class II or III
Elevator supervisor class III	Elevator contractor class III
Fire protection supervisor class I	Fire protection contractor class I, II, or III
Fire protection supervisor class II	Fire protection contractor class II
Fire protection supervisor class III	Fire protection contractor class III
Gas-fired appliance supervisor	Gas-fired appliance contractor
Mechanical supervisor	Mechanical contractor
Master electrician	Electrical contractor class I, II, or III
Master (limited) electrician	Electrical contractor class II
Master pipe fitter	Pipe fitting contractor or refrigeration contractor
Master plumber	Plumbing contractor or gas-fired appliance contractor

Residential building contractor	Residential building supervisor
Sign supervisor	Sign contractor

(c) *Operators' certificates.* An operator's certificate of qualification shall be required to operate and maintain the following equipment and shall entitle the holder to operate and maintain the equipment for which he is certified; except that equipment and accessories used for operations, production, or processing by public utilities, government agencies, manufacturing or processing plants, or commercial enterprises may be operated and maintained by a regular operating and maintenance staff when supervised by a professional engineer registered by the state. The work done under such supervision shall comply with all applicable provisions of this code, including required permits and inspections.

- (1) *Operating engineer.* An operating engineer certificate shall entitle the holder to take charge of and to operate and maintain all steam-generating boilers, steam engines, internal-combustion engines, turbines, condensers, compressors, generators, motors, blowers, fuel-burning equipment, and refrigeration systems and all auxiliary apparatus, together with any necessary maintenance of piping used in connection therewith. The certificate is required for operating the following:
  - a. Steam-generating boilers carrying 125 or more pounds of pressure.
  - b. Boilers carrying 100 or more pounds of pressure when used for driving machinery.
  - c. Any system containing a Group 3 refrigerant.
  - d. Any system with a capacity greater than ten tons containing a Group 2 refrigerant.
- (2) *Steam operating engineer.* A steam operating engineer certificate shall entitle the holder to operate and maintain the same steam equipment and accessories as an operating engineer, as follows: All steam-generating boilers, steam engines, internal-combustion engines, turbines, condensers, compressors, generators, motors, blowers, fuel-burning equipment, and all auxiliary apparatus, together with any necessary maintenance of piping used in connection therewith. The certificate is required for operating the following:
  - a. Steam-generating boilers carrying 125 or more pounds of pressure.
  - b. Boilers carrying 100 or more pounds of pressure when used for driving machinery.
- (3) *Refrigeration operating engineer.* A refrigeration operating engineer certificate shall entitle the holder to operate and maintain any refrigeration system. The certificate is required for:

- a. Any system containing a Group 3 refrigerant.
  - b. Any system with a capacity greater than ten tons containing a Group 2 refrigerant.
- (4) *Fireman.* A fireman certificate shall entitle the holder to operate and maintain boilers carrying less than 100 pounds of pressure for the purpose of driving machinery, and to operate other steam tanks or steam boilers carrying less than 125 pounds of pressure. The certificate is not required for the operation of steam tanks or steam boilers carrying pressures of 15 pounds or less.
- (5) *Plant fireman.* A plant fireman certificate shall entitle the holder to operate and maintain the same equipment and accessories as a fireman but shall limit the holder to a designated plant or system of plants with similar equipment.
- (d) *Journeyman plumber certificate of qualification.* A journeyman plumber certificate of qualification shall entitle the holder to labor at the trade of plumbing as an employee of a licensed plumbing contractor.
- (e) *Journeyman electrician certificate of qualification.* A journeyman electrician certificate of qualification shall entitle the holder to labor at the trade of electrical as an employee of a licensed electrical contractor.

..end

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Approved as to form and legality:

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Eluard Alegre  
Assistant City Attorney

**No Fact Sheet  
for  
Ordinance  
210994**

ORDINANCE NO. TMP-1174

..title

Amending various sections of Chapter 18, “Building and Rehabilitation Code” for the purpose of establishing the contractor licensing category of journeyman electrician.

..body

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 18 of the Code of Ordinances entitled “Building and Rehabilitation Code” is hereby amended by repealing Sections 18-14, 18-324, 18-327, and 18-339 and enacting in lieu thereof new sections of like number and subject matter to read as follows:

**Sec. 18-14. Required licenses; exceptions.**

(a) *Mechanical work.* Any person, firm or organization doing mechanical work or causing such work to be done shall first be licensed as a mechanical contractor or shall be doing such work as a direct employee of a licensed mechanical contractor and under the supervision of that licensed mechanical contractor’s qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(b) *Pipe fitting work.* Any person, firm or organization doing pipe fitting work or causing such work to be done shall first be licensed as a pipe fitting contractor or shall be doing such work as a direct employee of a licensed pipe fitting contractor and under the supervision of that licensed pipe fitting contractor’s qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(c) *Plumbing work.* ~~Any person, firm or organization doing plumbing work or causing such work to be done shall first be licensed as a plumbing contractor, or shall be a certified journeyman or master plumber~~ doing such work as a direct employee of a licensed plumbing contractor and under the supervision of that licensed plumbing contractor's qualified supervisor. In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman plumber or master plumber certificate of qualification, or other direct plumbing employee with on-site supervision by a certified journeyman or master plumber. ~~All plumbing work shall be performed under the supervision of that licensed plumbing contractor’s qualified supervisor.~~ Certification and

licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of ~~Article~~ article XII of this chapter.

(d) *Installation or servicing of gas-fired appliances.* Any person, firm or organization installing or servicing gas-fired appliances shall first be licensed as a gas-fired appliance contractor or as a plumbing contractor or shall be doing such work as a direct employee of a licensed gas-fired appliance or plumbing contractor and under the supervision of that licensed gas-fired appliance contractor's or licensed plumbing contractor's qualified supervisor. Certification and licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(e) *Electrical work.* ~~Any~~ person, firm or organization doing electrical work or causing such work to be done shall first be licensed as an electrical contractor or shall be doing such work as a direct employee of a licensed electrical contractor and under the supervision of that licensed electrical ~~contractor's~~ contractor's qualified supervisor. ~~Licensure~~ In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman electrician or master electrician certificate of qualification, or other direct electrical employee with on-site supervision by a certified journeyman or master electrician. Certification and licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of ~~Article~~ article XII of this chapter.

(f) *Installation or servicing of automatic sprinkler systems, non-water based fire extinguishing systems, or standpipe and hose systems.* Any person, firm or organization who engages in the installation, alteration, modernization, repair, maintenance, or service of automatic sprinkler systems, non-water based fire extinguishing systems, or standpipe and hose systems regulated by chapter 9 of the *International Building Code* and Article II of this chapter shall first be licensed as a fire protection contractor or shall be doing such work as a direct employee of a licensed fire protection contractor and under the supervision of that licensed fire protection contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(g) *Installation or servicing of elevators, escalators, walks, lifts, and hoists.* Any person, firm or organization who engages in the installation, alteration, modernization, repair, maintenance, testing, inspection, or service of elevators, escalators, walks, lifts, or hoists shall first be licensed as an elevator contractor or shall be doing such work as a direct employee of a licensed elevator contractor and under the supervision of that licensed elevator contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(h) *Erection or maintenance of signs.* Any person, firm or organization who engages in the business of maintaining, erecting, painting, or removing signs or marquees shall first be licensed as a sign contractor or shall be doing such work as a direct employee of a licensed sign

contractor and under the supervision of that licensed sign contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(i) *Demolition of buildings.* Any person, firm, or organization who contracts to demolish any building for another shall first be licensed in the appropriate class of demolition contractors or shall be doing such work as a direct employee of a licensed demolition contractor and under the supervision of that licensed demolition contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(j) *Residential building.* Any person, firm, or organization who contracts to construct, structurally alter or enlarge any one- or two-family detached dwelling or townhouse including detached accessory buildings in excess of 400 square feet in area thereto as regulated by article III of this chapter shall first be licensed as a residential building contractor or shall be doing such work as a direct employee of a licensed residential building contractor under the supervision of that licensed residential building contractor's qualified supervisor or as a building trades subcontractor, not otherwise required to be licensed under this section, to a licensed residential building contractor holding a valid building permit and under the direction of that licensed residential building contractor's qualified supervisor. Licensure shall be in accordance with, and all work shall be limited to the scope of work as defined in, division 3 of Article XII of this chapter.

(k) *Exceptions to license requirements.*

(1) Permits for work as required by this chapter may be issued to any person to do any work regulated by this chapter in a single-family dwelling used exclusively for living purposes, including the usual accessory buildings and quarters in connection with such buildings, provided that such person is the bona fide owner of any such dwelling and accessory buildings and quarters, provided that the dwelling and accessory buildings are occupied by the owner, and provided that the owner and his or her immediate relatives shall personally purchase all material and perform all labor in connection therewith; where the work is included in a building permit issued according to this exception, the owner may contract and direct the work of building trades subcontractor(s), not otherwise required to be licensed under section 18-14.

(2) Public utility companies will not be required to obtain licenses for their firms or corporations or for their employees when engaged in the installation, operation, and maintenance of equipment which will be used for the production, generation, transmission, or distribution of the product or service from the source of the

product or service through the facilities owned or operated by such utility company to the point of the customer service, including the metering.

- (3) Provisions of this chapter requiring employment of certified or licensed mechanics, craftsmen, or engineers shall not apply to maintenance or operation of equipment and accessories used for operations, production, or processing by public utilities, government agencies, manufacturing or processing plants, or commercial enterprises which maintain a regular maintenance and operating staff supervised by a professional engineer registered by the state. However, work under such supervision shall be performed to comply in all respects with all applicable provisions of this chapter, including provisions for permits and inspections.
- (4) The property owner or owner of the business on the property may install a temporary sign, as defined in this chapter, after obtaining the required permit.
- (5) The owner of record may demolish any one-story building which is at least ten feet from all property lines or any two-story building which is at least 15 feet from all property lines. Such work must be done by the owner or by members of the owner's immediate family.
- (6) Licensing as a sign contractor is not required for the issuance of permits to construct a residential subdivision entry sign provided such sign contains no electrical components, is constructed as an integral part of a monument or wall and identifies only the name of the subdivision. Such sign may also identify the name of the developer of the subdivision.
- (7) Licensing as a sign contractor is not required for the issuance of permits to construct a monument sign where the entire sign is etched or engraved on stone or similar materials provided such sign contains no electrical components and is constructed as an integral part of the monument.

**Sec. 18-324. Title and scope of division; definition.**

- (a) This division shall be known as the licensing division, and may be cited as such.
- (b) Where the term "director of city planning and development" is used in this division, this shall mean the director of city planning and development or his authorized representative.
- (c) For the purposes of this article and other sections of this code pertinent to licensing, the term "employee" shall not apply to consultants, contract labor, or subcontractors

employed by the licensed contractor. Such individuals or entities shall be considered contractors in their own right and, as such, shall be required to obtain their own licenses as required by this chapter.

(d) For the purposes of this article and other sections of this ~~code~~Code pertinent to licensing, the term "direct employee" shall mean an employee (as defined in this section) of a licensed contractor working in a regulated construction trade who has not achieved a supervisor certificate of qualification. For plumbing work, the term "direct employee" shall mean an employee working in the trade of plumbing who has not achieved a master or journeyman plumber certificate of qualification. For electrical work, the term "direct employee" shall mean an employee working in the trade of electrical who has not achieved a master or journeyman electrician certificate of qualification.

### **Sec. 18-327. License classes; prerequisites for licensing.**

(a) *Classes; authorized work.* There shall be various classes of licenses under this division, and the holder of each license shall be authorized to do the following:

- (1) *Demolition contractor class I.* Demolition of any building, structure, or portion thereof, without limitation of height or size. All such work shall be performed by a licensed demolition contractor class I and shall be performed by or under the supervision of the holder of a demolition supervisor class I certificate of qualification.
- (2) *Demolition contractor class II.* Demolition of any building not more than three stories in height, excluding the basement. All such work shall be performed by a licensed demolition contractor class II and shall be performed by or under the supervision of the holder of a demolition supervisor class I or demolition supervisor class II certificate of qualification.
- (3) *Electrical contractor class I.* Installation, alteration, repair, or removal of any electrical equipment regulated by this chapter. All such work shall be performed by a licensed electrical contractor class I and shall be performed by or under the supervision of the holder of a master electrician certificate of qualification. In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman electrician or master electrician certificate of qualification, or other direct electrical employee with on-site supervision by a certified journeyman or master electrician.
- (4) *Electrical contractor class II.*

- a. Maintenance or repair of an existing facility on property owned by the licensee or his employer;
- b. Assembly, installation, wiring, and connection of electric lighting fixtures and extending existing circuits not more than ten feet;
- c. Connection of new or replacement gas-fired heating equipment to existing electrical circuits, extension of existing circuits not more than ten feet, and installation of control circuits; or
- d. Assembly, installation, wiring, and connection of electric signs when such connection is limited to extension of existing circuits not more than ten feet.

All such work shall be performed by a licensed electrical contractor class II and shall be performed by or under the supervision of the holder of a master (limited) electrician or master electrician certificate of qualification.

- (5) *Electrical contractor class III.* Installation, alteration, repair, or removal of communication; fire alarm; burglar alarm; remote control; and other low-energy power, low-voltage power, signal, sound recording, and similar equipment regulated by this chapter. All such work shall be performed by a licensed electrical contractor class III and shall be performed by or under the supervision of the holder of an electrical supervisor or master electrician certificate of qualification.
- (6) *Elevator contractor class I.* Installation, alteration, modernization, maintenance, service, testing, or repair of any electric or electrohydraulic passenger or freight elevators, escalators, or moving walks. All such work shall be performed by a licensed elevator contractor class I and shall be performed by or under the supervision of the holder of an elevator supervisor class I certificate of qualification.
- (7) *Elevator contractor class II.* Installation, alteration, modernization, maintenance, service, testing, or repair of any hand-powered freight elevator, electric or hand-powered dumbwaiter, manlift, private residence elevator, chairlift, workmen's hoist, material hoist, conveyor, and related equipment. An elevator contractor class II license is also required for any person, firm, or corporation engaged only in the maintenance, service, or minor alteration of equipment covered by an elevator contractor class I license when such equipment is owned or operated by the person, firm, or corporation. All such work shall be performed by a licensed

elevator contractor class II and shall be performed by or under the supervision of the holder of an elevator supervisor class I or elevator supervisor class II certificate of qualification.

- (8) *Elevator contractor class III.* Installation, alteration, modernization, maintenance, service, testing, or repair of Personnel Hoists and Employee Elevators on Construction and Demolition Sites in accordance with ANSI A10.4. All such work shall be performed by a licensed elevator contractor class III and shall be performed by or under the supervision of the holder of an elevator supervisor class I, II or III certificate of qualification.
- (9) *Fire protection contractor class I.* The installation, alteration, modernization, maintenance, servicing, repair, testing, and inspection of automatic sprinkler systems and standpipe systems for any and all types of occupancies, inclusive of all related underground fire lines and fire services and inclusive of, but not limited to, all appurtenances such as fire pumps; water storage tanks; fire control systems; automatic and manual water-spray and deluge systems; special extinguishing systems using carbon dioxide, foam, dry chemicals, or inert gas; and other such systems used for the control or extinguishment of fire. Backflow prevention devices are permitted to be installed, but they must be tested in accordance with city and state regulations. All such work shall be performed by a licensed fire protection contractor class I and shall be performed by or under the supervision of the holder of a fire protection supervisor class I certificate of qualification. A fire protection contractor class I shall place with the director of finance a cash deposit in the amount of \$500.00. Should the contractor in any event fail to pay bills rendered by the city for any obligation, permit, service, or material, the amount of such bills shall be deducted from the deposit. Failure of the contractor to pay such bills or his failure to maintain the deposit in the full amount of \$500.00 shall be cause for denial of the issuance of further permits.
- (10) *Fire protection contractor class II.* Installation, maintenance, testing, or repair of only dry, wet, or combination standpipe systems as defined in chapter 9 of the *International Building Code* or article II of this chapter; and installation of fire hydrant lines. All such work shall be performed by a licensed fire protection contractor class II and shall be performed by or under the supervision of the holder of a fire protection supervisor class I or fire protection supervisor class II certificate of qualification. A fire protection contractor class II shall place with the director of finance a cash deposit in the amount of \$500.00. Should the contractor in any event fail to pay bills rendered by the city for any obligation, permit, service, or material, the amount of such bills shall be deducted from the deposit. Failure of the contractor to pay such bills or his failure to maintain the deposit in the full amount of \$500.00 shall be cause for denial of the issuance of further permits.

- (11) *Fire protection contractor class III.* Installation, maintenance, testing, or repair of only special systems using carbon dioxide, foam, dry chemicals, or inert gas for the control or extinguishment of fire. All such work shall be performed by a licensed fire protection contractor class III and shall be performed by or under the supervision of the holder of a fire protection supervisor class I or fire protection supervisor class III certificate of qualification.
  
- (12) *Gas-fired appliance contractor.* Installation, erection, alteration, repair, servicing, or resetting of gas-fired appliances other than warm air heating units, but including water heaters of not more than 100 gallons' storage capacity; and installation of low-voltage wiring not exceeding 48 volts when such wiring is not enclosed in conduit or raceway. All such work shall be performed by a licensed gas-fired appliance contractor and shall be performed by or under the supervision of the holder of a gas-fired appliance supervisor or master plumber certificate of qualification.
  
- (13) *Mechanical contractor.* Installation, alteration, servicing, replacement, repair, or maintenance of heating, duct, ventilation and mechanical refrigeration systems; connection of a humidifier which is part of a heating system to an existing potable water supply system within a building; connection of gas piping from the nearest cutoff valve to the burner of a warm air heating system; connection of low voltage control wiring to an existing control box; electrical power connection from the equipment disconnect switch serving the equipment or the nearest existing junction box; and installation, alteration, servicing, replacement, removal, or repair of air conditioning units; and where refrigerant piping must be installed or where a refrigerant-containing part must be cut into for connection or assembly. All such work shall be performed by a licensed mechanical contractor and shall be performed by or under the supervision of the holder of a mechanical supervisor certificate of qualification.

Additionally, the installation of a replacement residential water heater that is connected to existing piping systems and is under the administration of the Department of Neighborhood and Community Services Property Preservation Division may be performed by a licensed mechanical contractor.

- (14) *Pipe fitting contractor.* Installation, maintenance, repair, and servicing of refrigeration equipment; installation and servicing of low-pressure hot water and steam heating systems; installation of any system containing or connected to a boiler designed to operate under a steam pressure greater than 15 pounds per square inch; installation of any system containing or connected to an unfired pressure vessel designed to operate under a pressure greater than 15 pounds per

square inch; installation of industrial or chemical piping designed to operate under a pressure greater than 15 pounds per square inch; installation of pipe insulation; and installation of low-voltage wiring which does not exceed 48 volts when such wiring is not enclosed in conduit or raceway. All such work shall be performed by a licensed pipe fitting contractor and shall be performed by or under the supervision of the holder of a master pipe fitter certificate of qualification.

- (15) *Plumbing contractor.* Installation, maintenance, repair, servicing, and testing of all sanitary plumbing and potable water supply piping, and appliances connected thereto, including gas piping, and the complete installation of water heaters; the installation of piping for transmission of chemicals and gases where regulated by this ~~code~~Code; the installation of gas ranges, domestic gas incinerators, gas dryers, and other gas-fired appliances; the installation of steam heating plants carrying pressures not exceeding 15 pounds per square inch gauge steam pressure; the installation of hot water heating plants carrying pressures not exceeding 30 pounds per square inch gauge hot water pressure; and installation of low-voltage wiring not exceeding 48 volts for gas-fired appliances and water heaters when such wiring is not enclosed in conduit or raceway. All such work shall be performed by a licensed plumbing contractor and shall be performed under the supervision of the holder of a master plumber certificate of qualification. In addition, except for One or Two Family Dwellings or Townhouses under the scope of Article III, all such work shall be performed by the holder of a journeyman plumber or master plumber certificate of qualification, or other direct plumbing employee with on-site supervision by a certified journeyman or master plumber. ~~All plumbing work shall be performed under the supervision of the holder of a master plumber certificate of qualification.~~ As a condition for obtaining and maintaining a plumbing contractor license and before any permit for work requiring excavation on any street, alley, public place, or easement shall be issued, the applicant for such license or permit shall have placed with the director of finance a cash deposit of not less than \$500.00. This money shall be maintained and held as a special deposit to protect the city on account of any expense it may incur in repairing, refilling, paving, or resurfacing any cut or excavation, or for repairing any damages to any city-owned utility as a result of work done under such permit. Should the contractor fail to pay bills rendered by the city for any obligation, permit, service, or material, the amount of such bills shall be deducted from the deposit. Failure of the contractor to pay such bills or failure to maintain the deposit in full shall be cause for denial of issuance of further permits. Certain excavation permits shall require the contractor to post additional restoration deposit fees of up to \$50,000.00 with the director of finance in accordance with chapter 64.
- (16) *Residential building contractor.* Constructing, structurally altering or enlarging any one- or two-family detached dwelling or townhouse including detached accessory buildings in excess of 400 square feet in area thereto as regulated by article III of this chapter. All such work shall be performed by a licensed residential building contractor and shall be performed by or under the supervision

of that licensed residential building contractor's qualified supervisor or by building trades subcontractor(s), not otherwise required to be licensed under this article, to the licensed residential building contractor holding a valid building permit and under the direction of that licensed residential contractor's qualified supervisor.

- (17) *Sign contractor.* Installation, maintenance, or repair of off-premise advertising (billboards or other outdoor advertising making use of rental panels or paint boards) and/or on-premise advertising (outdoor advertising making use of media other than rental panels or paint boards). All such work shall be performed by a licensed sign contractor and shall be performed by or under the supervision of the holder of a sign supervisor certificate of qualification. If electrical wiring is involved, an electrical contractor class I or class II license is also required.
- (b) *Indemnity insurance.*
  - (1) *Required.* The following classifications shall, as a condition precedent to issuance, maintenance, or renewal of a license, furnish to the department of city planning and development a certificate of insurance issued by a company approved by the director of finance: demolition contractor class I, demolition contractor class II, fire protection contractor class I, fire protection contractor class II, plumbing contractor, residential building contractor and sign contractor.
  - (2) *Policy requirements.* The contractor shall provide a certificate of insurance indicating insurance meeting the following requirements:
    - a. The policy shall provide for liability insurance with a minimum aggregate limit of \$1,000,000.00 per occurrence.
    - b. The city shall be added as an additional insured to such policy by separate endorsement; except that no such endorsement shall be required for a residential building contractor unless such contractor will be performing work in the public right-of-way.
    - c. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of such policy at least 30 days prior thereto, or ten days in the event of cancellation due to nonpayment of premium.
    - d. The insurance certificate shall be produced by a company having a current A.M. Best rating of B+ V or better and licensed to do business in the state of Missouri.

e. Before the license is issued, and annually thereafter, the contractor shall deposit with the city a certificate of insurance evidencing that the coverage required by this subsection is in force and that the endorsements required by subsections (b)(2)b and c of this section have been issued.

(3) Failure to maintain the required insurance shall be grounds for automatic suspension of a license and for denial of further permits and inspections.

**Sec. 18-339. Classification of certificates of qualification.**

(a) *Generally.* There shall be various classes of certificates of qualification under this division, and the holder of each certificate type shall be authorized to do the work specified for that class.

(b) *Supervisor certificates.* A supervisor certificate of qualification shall be required for certain contractor licenses as set forth in this division and shall allow the holder to serve as supervisor as follows:

Supervisor	Licensee
Demolition supervisor class I	Demolition contractor class I or II
Demolition supervisor class II	Demolition contractor class II
Electrical supervisor	Electrical contractor class III
Elevator supervisor class I	Elevator contractor class I or II
Elevator supervisor class II	Elevator contractor class II or III
Elevator supervisor class III	Elevator contractor class III
Fire protection supervisor class I	Fire protection contractor class I, II, or III
Fire protection supervisor class II	Fire protection contractor class II
Fire protection supervisor class III	Fire protection contractor class III
Gas-fired appliance supervisor	Gas-fired appliance contractor
Mechanical supervisor	Mechanical contractor
Master electrician	Electrical contractor class I, II, or III
Master (limited) electrician	Electrical contractor class II
Master pipe fitter	Pipe fitting contractor or refrigeration contractor
Master plumber	Plumbing contractor or gas-fired appliance contractor
Residential building contractor	Residential building supervisor
Sign supervisor	Sign contractor

(c) *Operators' certificates.* An operator's certificate of qualification shall be required to operate and maintain the following equipment and shall entitle the holder to operate and maintain the equipment for which he is certified; except that equipment and accessories used for operations, production, or processing by public utilities, government agencies, manufacturing or

processing plants, or commercial enterprises may be operated and maintained by a regular operating and maintenance staff when supervised by a professional engineer registered by the state. The work done under such supervision shall comply with all applicable provisions of this code, including required permits and inspections.

- (1) *Operating engineer.* An operating engineer certificate shall entitle the holder to take charge of and to operate and maintain all steam-generating boilers, steam engines, internal-combustion engines, turbines, condensers, compressors, generators, motors, blowers, fuel-burning equipment, and refrigeration systems and all auxiliary apparatus, together with any necessary maintenance of piping used in connection therewith. The certificate is required for operating the following:
  - a. Steam-generating boilers carrying 125 or more pounds of pressure.
  - b. Boilers carrying 100 or more pounds of pressure when used for driving machinery.
  - c. Any system containing a Group 3 refrigerant.
  - d. Any system with a capacity greater than ten tons containing a Group 2 refrigerant.
  
- (2) *Steam operating engineer.* A steam operating engineer certificate shall entitle the holder to operate and maintain the same steam equipment and accessories as an operating engineer, as follows: All steam-generating boilers, steam engines, internal-combustion engines, turbines, condensers, compressors, generators, motors, blowers, fuel-burning equipment, and all auxiliary apparatus, together with any necessary maintenance of piping used in connection therewith. The certificate is required for operating the following:
  - a. Steam-generating boilers carrying 125 or more pounds of pressure.
  - b. Boilers carrying 100 or more pounds of pressure when used for driving machinery.
  
- (3) *Refrigeration operating engineer.* A refrigeration operating engineer certificate shall entitle the holder to operate and maintain any refrigeration system. The certificate is required for:
  - a. Any system containing a Group 3 refrigerant.

b. Any system with a capacity greater than ten tons containing a Group 2 refrigerant.

(4) *Fireman.* A fireman certificate shall entitle the holder to operate and maintain boilers carrying less than 100 pounds of pressure for the purpose of driving machinery, and to operate other steam tanks or steam boilers carrying less than 125 pounds of pressure. The certificate is not required for the operation of steam tanks or steam boilers carrying pressures of 15 pounds or less.

(5) *Plant fireman.* A plant fireman certificate shall entitle the holder to operate and maintain the same equipment and accessories as a fireman but shall limit the holder to a designated plant or system of plants with similar equipment.

(d) *Journeyman plumber certificate of qualification.* A journeyman plumber certificate of qualification shall entitle the holder to labor at the trade of plumbing as an employee of a licensed plumbing contractor.

(e) *Journeyman electrician certificate of qualification.* A journeyman electrician certificate of qualification shall entitle the holder to labor at the trade of electrical as an employee of a licensed electrical contractor.

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Approved as to form and legality:

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Eluard Alegre  
Assistant City Attorney