

**PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT**  
**PROJECT NO. 81000977 – SMART SENSOR NETWORK - MAINTENANCE AND**  
**FIELD SERVICES**  
**WATER SERVICES DEPARTMENT**

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

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Compensation.**

- A. The amount the City will pay Contractor under this contract will not exceed \$1,200,000.00.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: monthly.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City’s Human Relations Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

**Sec. 2. Responsibilities of Contractor.** Contractor shall perform the following Scope of Services: Please see Attachment A –Scope of Services.

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

City: Kansas City, Department: Water Services, Deputy Director: D. Matt Bond, P.E.

Address: 4800 East 63<sup>rd</sup> Street, Kansas City, MO 64130

Phone: (816) 513-0168                      Facsimile: (816) 513-0543

E-mail address: matt.bond@kcmo.org

Contractor: TREKK Design Group, Contractor’s Legal Name: TREKK Design Group, LLC

Contact: Lucas Gillen, Address: 1411 E 104<sup>th</sup> St, Kansas City, MO 64131

Phone: (816) 874 - 4655

E-mail address: lgillen@trekkdesigngroup.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 business days after the date of mailing, whichever is earlier.

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

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

**Sec. 6. Term of Contract.** The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Deputy Director of the Water Services Department. The work shall be completed within schedule provided in Part II of Attachment A - Preliminary Scope of Services. The Deputy Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

The period of performance under the contract is provided in the Scope of Services at fixed and firm prices with a unilateral contractual right on the part of the City to extend this price agreement for an additional two (2) one-year periods. The Contractor's surety is only obligated to bond the initial contract and surety may choose to bond additional renewals by mutual agreement between surety and Contractor. However, the Contractor is not excused from obtaining a replacement surety should the City wish to exercise its option to renew the contract. The continuation of the incumbent Contractor in the option year(s) is a prerogative of the City and is not a contractual right of the Contractor. The City's decision in regard to exercising the option(s) is not subject to appeal. The option year prices will be determined by the City, by negotiation with the Contractor. NOTE: YEARLY INCREASES ARE NO AUTOMATIC. THE CONTRACTOR MUST PROVIDE WRITTEN PROOF THAT THE REQUIRED INCREASE IS WARRANTED.

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

**Attachment A** – Scope of Services

**Attachment B** – Electronic Data Requirements

**Attachment C** – Unit Costs

**Attachment D** – Sensor Network Location Map

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

**Attachment F** – HRD Documents

100450 HRD Form 08: Contractor Utilization Plan/Request for Waiver

00450.01: Letter of Intent to Subcontract

00460 HRD Form 10: Timetable for MBE/WBE Utilization

00471 HRD Form 11: Request for Modification or Substitution

01290.14: Contractor Affidavit for Final Payment

01290.15: Subcontractor Affidavit for Final Payment

**Attachment G** – Performance and Payment Bond

**Attachment H** – Employee Eligibility Verification Affidavit

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

**Attachment J** - 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>

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

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

**Sec. 8. Responsibilities of City.** See Attachment A – Scope of Services

**Sec. 9. Subcontracting.** Contractor agrees that it will only subcontract with the subcontractor(s) it has listed in Attachment K – Non-Construction Subcontractors Listing.

**Sec. 10. Contract Information Management System.** Contractor shall comply with City's Contract Information Management System requirements. Contractor shall use City's Internet web-based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

**Sec. 11. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Contract, Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as Attachment F. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 12. Performance and Payment Bond.** Contractor shall furnish a Performance and Payment Bond to City on City furnished forms executed by a Surety, in the amount of

\$1,200,000.00, guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes.

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

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

**Sec. 13. Intellectual Property Rights.** Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

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

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

**THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

**CONTRACTOR:**

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

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

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

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

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

**KANSAS CITY, MISSOURI:**

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

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

Name: 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

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. Indemnification: Definitions

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

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

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

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

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

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

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

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to

sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### Sec. 2. Indemnification for Professional Negligence.

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

#### Sec. 3. Independent Contractor.

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

#### Sec. 4. Insurance.

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

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

a. Severability of Interests Coverage applying to Additional Insureds

- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement.
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

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

Workers' Compensation	Statutory
Employers Liability	

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

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

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

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

by the State of Missouri to do business in Missouri.

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

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

### **Sec. 5. Governing Law.**

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

### **Sec. 6. Compliance with Laws.**

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

### **Sec. 7. Termination for Convenience.**

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

remaining sums within thirty (30) days of such date.

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

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

### **Sec. 8. Default and Remedies.**

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

### **Sec. 9. Waiver.**

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

### **Sec. 10. Modification.**

Unless stated otherwise in this Contract, no provision of this Contract may be waived,

modified or amended except in writing signed by City.

### **Sec. 11. Headings; Construction of Contract.**

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

### **Sec. 12. Severability of Provisions.**

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

### **Sec. 13. Records.**

A. For purposes of this section:

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

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

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

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

#### **Sec. 14. Affirmative Action.**

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

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

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that

Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

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

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

#### **Sec. 15. Tax Compliance.**

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

#### **Sec. 16. Assignability and Subcontracting**

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without

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

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

#### **Sec. 17. Conflicts of Interest.**

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

#### **Sec. 18. Buy American Preference.**

It is the policy of the City that any manufactured goods or commodities used or

supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

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

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

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

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

#### **Sec. 21. Employee Eligibility Verification**

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

1986. Contractor may obtain additional information about E-Verify and enroll at <https://www.uscis.gov/e-verify>. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

## **Section 22. Truth-In-Negotiation Certificate**

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

## **Section 23. 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.

## **Sec. 24. Quality Services Assurance Act.**

If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

## **Sec. 25. Anti-Discrimination Against Israel.**

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

**ATTACHMENT A**

**SCOPE OF SERVICES**

DRAFT

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

CONTRACTOR: TREKK Design Group, LLC  
Owner: City of Kansas City, Missouri  
Project: Smart Sensor Network Maintenance and Field Services  
CITY Contract No: 1627  
CITY Project No: 81000977

**I. GENERAL**

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by Smart Sewer Sensor Network Maintenance Contractor (“CONTRACTOR”).

- A. The Project. The Water Services Department (KC Water) of the City of Kansas City, Missouri, intends to continue operating and maintaining the current smart sewer sensor network for collection of quality data; strategically expanding/modifying the sensor network; and interfacing with the KC Water’s new wastewater SCADA system being implemented. As such, the City is contracting with CONTRACTOR to provide the services described herein.
- B. Federal Consent Decree. This Project is to meet the requirements of 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 CONTRACTOR, and their subconsultants and subcontractors.
- C. Background Information. The City, acting through KC Water, is undertaking the Project to support the requirements of the Federal Consent Decree to support KC Water operations, maintenance, and planning needs. KC Water has an established Smart Sewer Sensor Network across a 2,800-mile sewer pipe network covering about 320 square miles in support of its Smart Sewer Program implementation. In 2018, the City deployed an extensive monitoring system consisting of 267 sensors. Exact number of sensors varies due to ongoing maintenance and relocation efforts.

Over the next decade, the vision is to expand the sensor network multiple folds to increase the level of detail and amount of spatial coverage with multi-year data to support data driven sewer system management and operation by combining both artificial and human intelligence for continuous improvement of system performance. Combined with continued efforts on system-wide hydraulic model and asset data management systems, the sensor network will support KC Water’s journey of digital transformation to optimize needed capital investments for the Smart Sewer Program implementation, as well as necessary system operational and asset management expenditures.

- D. Follow-On Phases. At the discretion of the City, the CONTRACTOR may be requested to provide related services for future work.
- E. General Description of Activities. The Scope of Services to be performed by the CONTRACTOR consists of operating and maintaining the current smart sewer sensor network including necessary

field services; collecting and delivering quality data; expanding/modifying the sensor network; interfacing with the KC Water's new wastewater SCADA system being implemented; and coordinating project efforts with KC Water's Smart Sewer Program team. The Basic Scope of Services to be provided by the CONTRACTOR is defined below in Section III.

The CONTRACTOR shall be responsible for furnishing labor and services required to properly install and calibrate and operate (monitor, maintain and collect data) the current and expanded/modified sensor network as required by this Scope of Services. CONTRACTOR shall also be responsible for procuring additional flow sensor equipment and accessories/materials as authorized by the City to maintain and expand the current sensor network.

The CONTRACTOR shall field investigate all proposed new monitoring locations before installation. This shall consist of descending the manhole as necessary to determine the hydraulic suitability of each proposed site. If the hydraulic conditions are not satisfactory, the CONTRACTOR shall recommend a site that will adequately monitor the pipe reach, diversion structure, or tributary catchment according to KC Water requirements. During this initial inspection and all subsequent field activities, the CONTRACTOR is responsible for public safety, traffic control and work safety, including requirements related to confined space entry.

The CONTRACTOR will prepare a methodology for monitoring and data collection which is to include final monitoring locations and scheduling which will be submitted to the City prior to starting any meter installation. Meter locations are primarily in the Public Right-of-Way. However, wherever it is necessary to use privately owned land to access metering sites, it will be the CONTRACTOR's responsibility to advise private property owners that work will be performed on their property and negotiate any additional required access at no additional cost to City. Should it be necessary to clear any portion of an easement for access, the CONTRACTOR must immediately notify the City in writing. Easement clearing will be facilitated by City.

Should it be necessary to clean the sewer or make any sewer repairs at proposed monitoring locations, the CONTRACTOR and the City should coordinate and must document in writing. Sewer cleaning or repairs will be facilitated by City unless an alternative monitoring location is available.

CONTRACTOR shall protect existing facilities in place and exercise care to preserve existing structures and assets of the City in place. CONTRACTOR shall repair and/or replace existing facilities and infrastructure damaged by CONTRACTOR's actions at no additional cost to City. Repairs and replacements shall be made to City's published standards.

Flow monitoring equipment used in this project shall be specifically designed for installation in combined and sanitary sewer systems. Velocity and/or depth must be measured as required by City. Redundant sensors shall be used wherever possible. The flow meters shall record depth and velocity measurements at adjustable intervals and set at an interval required by City. The equipment shall consist of a flow monitor installed in the sewer manhole functioning as a data logger, communications device and sensor command unit. Appropriate rings for installation of the sensors and mounting hardware to secure the equipment shall be provided. Flow monitors must be capable of thirty-day on-site data storage with data transmitted live to the web based system and for remote storage archive every 24-hours. Field personnel must be able to view collected data and perform diagnostic tests while at the monitoring site. This requirement may vary and depends on existing equipment capability and selected future equipment selected by the City for replacement of existing equipment or for network expansion.

- F. **Explicit Responsibilities.** The Basic Scope of Services explicitly sets forth what the service provider will perform and does not implicitly put any additional responsibilities or duties upon the CONTRACTOR. The CONTRACTOR 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 an Allowance for Additional Services upon written authorization from the City.

## II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

CONTRACTOR shall complete Work described in the Basic Scope of Services within the following calendar days:

- A. All services shall be completed within 365 calendar days following the City's issuance of a Notice to Proceed. The completion schedule will be extended by the City for delays beyond the control of the CONTRACTOR as approved by the City.
1. The City hereby commits to review deliverables and provide written comments within twenty one (21) calendar days after receipt of deliverables from CONTRACTOR. A review meeting will be scheduled and conducted by CONTRACTOR no more than fourteen (14) calendar days after receipt of written consolidated City review comments, unless a mutually agreed upon date outside this schedule window is selected.
  2. At the sole discretion of the City, the contract may be renewed with two (2) optional one (1) year renewals.

## III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the CONTRACTOR under the Project.

### **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 CONTRACTOR in completion of the Work. The following management activities will be provided by CONTRACTOR.

#### **Task 101 Project Management Services**

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with City Staff; supervision and coordination of services including those performed by CONTRACTOR's subconsultants; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. E-builder will be used for document management on this project. CONTRACTOR shall implement quality control on all phases of the project to provide an independent review of the project.

#### **Task 102 Monthly Invoicing and Project Status Reports**

Prepare and submit monthly invoices and a project status report. City will provide a format and a guideline for the information to be included with the project status report. Invoices will be submitted through E-builder. At minimum, the following information shall be included:

1. CONTRACTOR and subcontractor work by task within each Task Series, with an estimate of earned value compared to actual invoiced amount for each Task Series.
2. Activities anticipated to be performed the next month.
3. Action items required by City.
4. Potential project scope variances with planned corrective action.
5. General assessment of the CONTRACTOR's ability to meet project M/WBE goals
6. Assessment of CONTRACTOR's ability to meet project schedule milestones, including identification of any delays beyond its control.

### **Task 103 Subconsultant Agreements and Administration**

Prepare a scope, budget, schedule, and agreement for all subconsultants. 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.

### **Task 104 Quality Control**

CONTRACTOR's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

### **Task 105 Project Kickoff Meeting**

After Notice to Proceed is given by City, CONTRACTOR shall organize and conduct a kickoff meeting with the City to review and establish project goals, review lines of communication, project procedures, and other logistics of project execution, including anticipated project schedule and content of subsequent periodic progress meetings. Prepare and submit an agenda to City staff prior to the meeting and prepare and distribute meeting minutes.

### **Task 106 Work Plan**

1. **Work Plan Format.** CONTRACTOR shall prepare a written draft Work Plan. City will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at minimum, the following:
  - a. A summary of dedicated key team members' roles and responsibilities, including all field crew leaders and contact information.
  - b. Project communication plan
  - c. Project financial performance tracking
  - d. Detailed task execution plans to fulfill the project requirements.
  - e. Project key performance indicators
  - f. Identification of milestones and deliverables, with date of delivery.
2. **Submitting Work Plan.** Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 30 calendar days of the notice to proceed. City will review the

draft Work Plan and provide comments. Revise the draft Work Plan as necessary to respond to City's comments and submit an electronic copy of the final Work Plan.

### **Task 107 Periodic Progress Meetings**

Participate in up to twelve (12) progress meetings with City to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and City action items will be discussed. CONTRACTOR will prepare and submit an agenda to City three days prior to each meeting, prepare/distribute meeting summary (including action items and assignments) within 3 days after each meeting, and efficiently manage meeting preparation.

#### **Deliverables (electronic format)**

1. Meeting agenda
2. Meeting summary
3. Draft Work Plan
4. Final Work Plan

### **TASK SERIES 200 – BASELINE ASSESSMENT WITH RECOMMENDATIONS FOR IMPROVEMENTS**

CONTRACTOR is solely responsible for the baseline assessment of the condition of the existing sensor network to ensure all currently installed and stocked equipment is functioning properly in order to meet minimum reliability, accuracy, and data deliverability criteria of this contract. City previously deployed an extensive monitoring system consisting of 267 sensors. Exact number of installed sensors varies due to ongoing maintenance and relocation efforts and CONTRACTOR shall establish current status as the starting point for their work efforts.

- CONTRACTOR shall assess the baseline condition of existing sensor network including establishing individual site reports at installation, and potential changes required for data collection to assure quality and quantity requirements, data transmission and Internet of Things (IoT).
- CONTRACTOR shall collaborate with the City in selecting near term the Smart Sensor Network's Data Platform with consideration to; Xylem Blu-X, ISCO Flowlink Global or CIPHER, TREKK Waterspout, and/or any other data visualization/management solution approved by the City.
- CONTRACTOR shall identify any equipment limitation that may impact data reliability or accuracy and provide recommendations for improvement for City's consideration.
- CONTRACTOR shall develop a site report for each sensor location to include a brief summary of the installation details associated with each flow monitoring location; including a photographic record of the general location of the manhole or structure in which the flow sensor is installed; a digital color photo (plan view) of the manhole interior as viewed from the manhole opening; a digital color photo of the sensor installation as viewed from the manhole bench and channel; and a brief narrative summary of general hydraulic conditions observed at each site. Manhole characteristics such as depth, material and pipe sizes should be documented. The CONTRACTOR shall obtain the City's approval on the site installation report format and its content.

CONTRACTOR shall ensure that the flow monitor equipment is installed and calibrated per manufacturer instructions to maintain accurate flow measurements under all conditions to which the equipment may be exposed. The accuracy of the depth and/or depth-velocity sensors shall be as specified by the equipment manufacturer.

- Manual Verification: The CONTRACTOR shall make a minimum of two (2) manual depth and/or depth-velocity profile measurements at every site with existing working equipment in order to confirm that the sensors are measuring accurate depths and/or depth-velocities. City will not accept any options or proposals from the CONTRACTOR to waive manual confirmations. Accuracy must be proven to the City at every site.
- Initial confirmation of the flow monitors shall involve a minimum of two (2) in-manhole measurements taken at different times for all depth and velocity sensors. Attempts will be made to confirm accuracy at flow levels that represent typical dry daily flows.
- The confirmation checks shall be summarized in depth-to-discharge format on tables. Each confirmation shall consist of an instantaneous depth of flow and/or depth/velocity measurement.
- CONTRACTOR shall prepare a detailed submittal summarizing the Manual Confirmation data. CONTRACTOR shall submit electronic copy of this submittal to the City for review and comment.

CONTRACTOR shall provide a Baseline Assessment Report documenting: sensor network inventory; equipment condition assessment results; site reports; summary of data accuracy verification at each site; recommendations for site and equipment condition improvements with a priority system and an implementation timeline (immediate, short and long term) denoted with current and future calendar years. CONTRACTOR shall develop a schedule of performance for immediate improvements. CONTRACTOR shall provide a draft report to City and finalize after receiving City's review comments.

Upon finalizing the Baseline Assessment Report, CONTRACTOR shall perform *immediate* improvements for site and data collection accuracy at locations with non-conforming sensors that can be recalibrated or adjusted shall be fixed within the agreed completion schedule by City. Any sensor sites that are not suitable shall be relocated to alternate site at the contract unit price per line item – **Relocate Existing Sensor Site** or eliminated through coordination with City.

With City's authorization, according to the Baseline Assessment Report, CONTRACTOR shall perform identified *immediate* improvements to sensor equipment for non-conforming sensors, data collection units (DCU), or DCU components at the contract unit price per line item – **Purchasing New Sensor and Installing New Sensor.**

CONTRACTOR shall perform above improvements in compliance with schedule established in the Baseline Assessment Report.

During this initial inspection and all subsequent field activities, the CONTRACTOR is responsible for public safety, traffic control and work safety, including requirements related to confined space entry. The CONTRACTOR shall be responsible for taking all necessary safety precautions in the performance of its services. The CONTRACTOR shall follow all applicable Federal, State, local and OSHA Regulations for manhole work, traffic safety and confined space entry.

Basis of Payment: (Item 200) The Baseline Assessment and Adjustment efforts will be paid for at the contract lump sum price and includes any other incidental activities necessary to complete the work.

## **TASK SERIES 300 – SENSOR NETWORK SERVICE, MAINTENANCE, DIAGNOSTICS, AND CALIBRATION**

CONTRACTOR shall provide comprehensive services for the Smart Sewer Sensor Network operation, maintenance and data collection/delivery. These services shall include:

- Onsite and remote diagnostic inspection of all equipment and materials as necessary to assure meeting data quality and quantity performance metrics stated in this scope of services.
- Repair: The CONTRACTOR shall repair and carry out all preventative maintenance services needed for the reliable operation of the sensor sites. The repair and maintenance services shall include but is not limited to; communication links, telemetry equipment, sensors, cables, power sources, and all other components necessary for the sensor sites to provide reliable and accurate data to City.
- Routine Site Service: Field confirmations will be completed in accordance with the CONTRACTOR's needs-based confirmation procedure based on continuous remote data monitoring and as agreed by City, but a minimum of two field confirmations per year and may coincide with a service call. The term "confirmation" is used to describe the verification that the flow sensor equipment is properly configured to its environment and collected data is validated by two independent field measurements. A field verification may also be required if the CONTRACTOR deemed as necessary to meet the data quality and quantity performance requirements and City determines the data is not reliable or accurate upon their periodic review of collected data.
- Repair and Routine Site Service Documentation: At a minimum, the CONTRACTOR'S work tracking app shall provide online data with the following information:
  - Site name
  - Work order number
  - Description of the problem or service at the monitor
  - Date of site visit
  - Date of completion for any work performed (including confirmation data when sensors are replaced)
  - List of parts used
  - Name of the person requesting work to be performed
  - Name of the person who performed the work
  - Access to completed service and maintenance reports for all monitor sites shall be provided to the City, within 2 working days of the site visit, in electronic format through an easily accessible web site.
  - Access to service and maintenance reports for each sensor site will be provided in electronic format approved by the City.
- Diagnostics and Calibration: The CONTRACTOR shall continuously monitor the data being transmitted from the sensor sites and shall carry out a remote diagnostic inspection of the data twice weekly to ensure provided data availability is reliable and accurate.
  - Key Performance Indicators: CONTRACTOR will provide monthly performance reports for both area-velocity and depth sensors including the following two KPIs: meter uptime and data reliability, both expressed in terms of percentages. CONTRACTOR sensors will be maintained in a manner that provides for a minimum of 90% uptime and with a minimum of 85% data reliability at each site with documentation on variations in-situ sewer flow conditions and equipment malfunctioning between maintenance visits. The uptime percentages are determined to confirm at least 90% of data for intended use will be collected at each site. Data reliability is identified as the percentage of flow data that has been collected that is obviously not correct (e.g., flat lines or drifting from known

calibration levels). These reporting and performance criteria apply to all current sensors and future additional sensors added to this contract, regardless of sensor objective or use case. CONTRACTOR shall restore proper operation of the equipment through either repair or installation of a backup unit within 24 hours of an identified failure or loss when possible. CONTRACTOR shall seek exceptions from the City if and when required response time cannot reasonably be met with written communication with an action plan to restore site performance.

- Flow monitors shall be calibrated at intervals necessary to provide minimum uptime and reliability requirements. The City reserves the right to accompany the CONTRACTOR to observe the calibration procedures used to maintain the flow monitors. The CONTRACTOR shall coordinate the observation of the calibration procedure with City staff upon receipt of a written or oral request.
- Uptime and Reliability Performance Based Payment:
  - The City shall approve exceptions to uptime and reliability performance-based payment provisions in some instances with prior and timely written communication to City. These include but are not limited to equipment availability/order delays, theft, tampering of equipment by City maintenance staff and/or other City contractors, and the initial transition period leading to the completion of the baseline assessment.
  - If “uptime” and “reliability” requirements are not met, the amount due the CONTRACTOR will be reduced. The payment due will be calculated monthly, based on verified performance (as reported by the CONTRACTOR).
  - Payment will be authorized based on a weighted average formula:

$$\text{Weighted Average \%} = W_1 * \text{Uptime \%} + W_2 * \text{Reliability \%}$$

- $W_1 = \text{Uptime Relevance} = 50\%$
- $W_2 = \text{Reliability Relevance} = 50\%$

The normal monthly amount due would then be authorized as follows:

Weighted Average %	Weekly Amount Payable %
= 90	100
= 80	75
= 70	50
= 60	25
= 50	0

- Staffing:
  - CONTRACTOR shall provide a dedicated Project Manager for activities associated with this scope of work.
    - The Project Manager shall manage the overall project, scope, budget and schedule, and will be the single point of contact for all project issues.
    - The Project Manager shall oversee the scheduling and work efforts of the field crews, maintain records of all field activities (e.g. calibrations, site investigations, installations, repairs, and replacement, etc.) and flow monitor failures, and oversee all data collection efforts. All field activity records shall be made available for viewing by the City via the City’s work tracking app.
    - The Project Manager shall be the single point of contact for field issues.
  - Service crew’s hours of operation for workdays, holiday and weekend work schedules, and emergency contact telephone numbers shall be provided.

The CONTRACTOR shall maintain an adequate inventory of replacement parts within the Kansas City metropolitan area throughout the duration of this agreement. The CONTRACTOR shall advise the City if replacement parts exceed one-week delivery. CONTRACTOR will make a reasonable attempt to keep the equipment inventory replenished at all times. However, CONTRACTOR will not be subject to the uptime and reliability performance-based payment provisions for sites affected by purchase approvals that exceed one day or by delivery and supply-chain delays from equipment vendors that exceed one-week delivery.

Basis of Payment: (Items 300, 300b, 301 and 301b) Sensor Network Operation, Maintenance, Diagnostics, and Calibration will be paid monthly at the contract unit price per each per month and includes all costs for mobilization, monthly field maintenance, data collection and reporting, diagnostics, calibration, labor, equipment, software, monthly wireless telemetry, and traffic control plans. Unit price includes any other incidental activities necessary to complete the described work. Quantities for units to be paid will be adjusted on a per month basis for those units that are documented as operational and being maintained.

### **TASK SERIES 400 – PURCHASE AND INSTALL NEW SENSORS**

Description: CONTRACTOR shall expand the Smart Sewer Sensor Network when authorized by City. This task includes procurement and installation of all new equipment, including sensors, cables, monitors and telemetry/communication equipment, and materials, including battery, necessary to keep the equipment operating in accordance with the manufacturer's specifications and the requirements of this contract. CONTRACTOR shall submit the new equipment specifications and cost for City's review and approval before purchasing new equipment. To the maximum extent possible, CONTRACTOR shall procure new depth and/or area-velocity equipment that is compatible with existing sensor assets unless instructed by City. CONTRACTOR shall coordinate with City in testing new and emerging technology under proof of value exercise offered by manufacturers, prior to purchasing equipment.

#### Equipment Requirements:

- The installation shall provide depth and/or depth-velocity information as required by City.
- To the maximum extent possible, the installation shall be configured so that redundancy is able to ensure accurate depth and/or flow data in case of failure of a system component.
- The minimum requirements include sensors that are battery powered; have telemetry capabilities for remote data access and diagnostics; provide depth and/or depth-velocity readings in English system units suitable for use in determining hydraulic grade line and/or flow rates; have sufficient on-board memory storage to prevent data loss; and can withstand extreme sewer environmental conditions (wastewater composition, surcharge conditions and the presence of vectors in the system). Sensors must measure accurately in a variety of flow conditions (e.g. low flow, pump station activity, surcharge conditions, reverse flows, high flow, etc.) and small to large pipe diameters.
- The CONTRACTOR shall provide equipment specifications and shall be approved by City.
- The equipment must record data at intervals between 5 to 15 minutes; and capable of self-uploading data at least every 30 minutes or upon remote call up.
- The accuracy of the depth and depth/velocity sensors shall exceed or match with current sensor equipment used in the sensor network. CONTRACTOR shall certify the accuracy of all sensors for each installation by conducting manual depth and/or depth-velocity profile measurements.
- Ownership: Following purchase and installation, all equipment shall be owned by the City.
- Site Report: A new site report shall be completed at each location where new sensors are installed.

Basis of Payment: (Item 400) Purchase New Sensors will be paid through an allowance as indicated in the contract unit price specified on the Unit Prices Form. This includes all meter, communication and peripheral

equipment.

(Item 401 and 402) Installation includes all costs for mobilization of crews and equipment, equipment assessment, site investigations, traffic control plans, sensor installation and calibration, and establishment of monthly wireless telemetry. Unit price applies to any DCU installation, DCU component installation, sensor installation and any other incidental activities necessary to complete the described work.

### **TASK SERIES 500 – RELOCATE EXISTING SENSOR SITE**

Description: CONTRACTOR shall relocate/re-purpose specified sensors when authorized by City. Item includes relocation of existing equipment, including sensors, cables, monitors and telemetry equipment, and materials, including battery replacement, necessary to keep the equipment operating in accordance with the manufacturer’s specifications and the requirements of this contract. Also includes completion of a site report at each relocated sensor site.

Basis of Payment: (Item 500 and 501) Each existing equipment relocation will be paid at the contract unit price specified on the Unit Prices Form and includes all costs for mobilization of crews and equipment, equipment assessment, site investigations, traffic control plans, sensor relocation and calibration, and re-establishment of monthly wireless telemetry. Unit price includes any other incidental activities necessary to complete the described work. Following the Baseline Assessment (Task 200) any unused amounts from Items 300, 300b, 301 and 301b may be used for relocations performed under Items 500 and 501 as authorized by the City.

### **TASK SERIES 600 – DATA ACCESS – SERVERS AND SOFTWARE**

Description: CONTRACTOR shall coordinate with Xylem to establish an API to provide access to the Blu-X data collected in real-time as well as archived data using the Flowlink Global or Cipher Software. Subsequent data platforms may be introduced into the program in the future and CONTRACTOR will collaboratively work with City and their representatives. This task includes collected data accessibility, software requirements, and hardware requirements

#### Software and Server Requirements

- Data platform software is to be Windows and/or web based using Google® Chrome® or Safari® browsers, fully capable of meeting the City’s requirements at project inception.
- Software upgrades will be provided to the City free of charge.
- Software must allow for remote access to flow monitoring data on a real-time basis and on a periodic basis.
- Software shall provide remote data access, reporting, data analysis and editing capabilities with the ability to:
  - Review data in a graphical format for all monitor sites with a user defined interval for time and date, (5 minute, 15 minute, 30 minute, hourly, daily, weekly and monthly time periods).
  - Easily produce graphs and tabular reports in 5 minute, 15 minute, 30 minute, hourly, daily, weekly and monthly time periods.
  - Electronically produce tabular reports (i.e. “batch mode” reports for multiple sites using the same entities and format), in various time increments (5 min, 15 min, 30 min, hourly, daily, weekly and monthly) with different data entities, i.e. final flow rate, average depth, average velocity, etc.
  - Setup groups of monitoring sites and view groups graphically with the same data entities, i.e. depth, velocity, final flow rate.
  - Make minor data changes (toggle off/on the data points) to data without deleting any original data points.

- Remove any drops or spikes in depth and velocity that don't follow the hydraulic condition.
- Allow visibility of all raw data points including the edited data points.
- View at a glance (e.g. a data table) the dates and offsets that were applied to each monitor.
- View all data history for each monitor site.
- Output data to ACCESS database and/or EXCEL spreadsheet.
- Date stamp time using a 24-hour clock and adjust to CST and CDT. Time stamps shall be consistent throughout the system.
- Provide Web Application Programming Interface (API) Connections in JavaScript Object Notation (JSON) format
- The CONTRACTOR's software and hardware shall be capable of providing data in English measurement units.
- The software and servers shall be capable of providing data access and processing to the City (up to 50 users) at any time.

Sensor data shall be sampled in fifteen (15) minute intervals (with an ability to change to five minute), and uploaded at a minimum 24- hour intervals to a database location specified by the City; or a location hosted by the selected CONTRACTOR with security permissions granted to City appointed data reviewers with the ability to upload on demand.

Basis of Payment: (Item 600) Data Access - Servers and Software will be paid monthly at the contract unit price per each month. Unit price includes any other incidental activities necessary to complete the described work.

### **TASK SERIES 700 – TRAINING FOR ONLINE ACCESS**

Description: If requested, or as part of a new software platform release, the CONTRACTOR shall provide training at KC Water facilities for City staff, Smart Sewer Program team and other relevant Design Professionals. The CONTRACTOR shall provide an outline and handouts for each training session. The CONTRACTOR shall allow for 8 hours of training per month for the first six (6) months of the contract and eight (8) hours per month for the remainder of the contract duration. The training sessions shall not exceed four (4) hours per session and include up to 20 participants. The training sessions shall be recorded for future use.

Basis of Payment: (Item 700) Training will be paid at the contract unit price per 4-hour session.

### **TASK SERIES 800 – TRAINING FOR MONITOR SERVICE AND MAINTENANCE**

Description: If requested, the CONTRACTOR shall provide training to City staff for sensor site service, replacement, and repair and equipment verification. The CONTRACTOR shall provide an outline; handouts; operating, repair and parts manuals for the training. The CONTRACTOR shall provide a trainer who will train at KC Water facilities and accompany Smart Sewer Program staff to the monitor sites to demonstrate the proper procedures for servicing, repairing, replacing and verifying the sensors and monitors. The trainer shall instruct, observe and evaluate the performance of KC Water staff to carry out the maintenance activities at the monitor site. The training sessions shall not exceed four (4) hours per session and include up to 20 participants. The training sessions shall be recorded for future use.

Basis of Payment: (Item 800) Training will be paid at the contract unit price per 4-hour session.

#### **IV. ALLOWANCE FOR ADDITIONAL SERVICES AND NEW EQUIPMENT**

Any work requested by the City that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Additional Services. CONTRACTOR's contract maximum upper limit for compensation includes a total allowance amount of \$234,500 for Additional Services and New Equipment purchases not yet authorized by City that may be required throughout the course of the work. This allowance amount shall not be utilized by CONTRACTOR unless specifically authorized in writing by the City to perform Additional Services and New Equipment purchases. Additional Services and New Equipment purchases will not be performed, unless the City provides written authorization to CONTRACTOR that includes the scope of work for each Additional Service and New Equipment purchase to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

#### **V. CITY'S RESPONSIBILITIES**

City will furnish, as required by Basic Services and not at the expense of the CONTRACTOR, the following items:

- A. Provide assistance by placing at CONTRACTOR's disposal available information pertinent to the assignment, including access to GIS information, previous reports, and any other available information relative thereto.
- B. City will coordinate meetings between City staff or their Design Professionals and the CONTRACTOR.
- C. City will review request for equipment purchase submitted by CONTRACTOR and provide appropriate authorizations to allow stocking equipment inventories and procuring replacement equipment essential for required uptime and reliability of the network.

(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.

**B. General Requirements**

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
  - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
  - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
  - c. **Web Browser:** Microsoft Internet Explorer 9
  - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
  - e. **Scheduling Software:** Microsoft Project or Primavera
  - f. **Internet Service Provider:** A reliable ISP in the area of the Project
  - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of **3 Mbps Downstream and 512 Kbps Upstream**

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

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
  - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
  - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

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

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

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

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.

3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
  - a. Individuals may use the User Application included in these specifications or may request the User Application.
  - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
  - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

**ATTACHMENT C**

**UNIT COSTS**

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## ATTACHMENT C - UNIT PRICES

Project Number: 81000977

Project Title: Smart Sensor Network - Maintenance and Field Services

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

Item No.	Unit	Estimated Quantity	Item Description:	Unit Cost	Annual Multiplier	Annual Cost
100	Monthly	12	Project Management and Administration	\$13,750		\$165,000
101	LS	1	Performance and Payment Bond	\$14,400		\$14,400
200	LS	1	Baseline Assessment and Adjustments w/ Recommendations for Improvements	\$108,000		\$108,000
300	Each/Month	148	12-month Sensor Network Service, Maintenance, Diagnostics, and Calibration - Depth	\$150	X 12	\$266,400
300b	Each/Month	40	6-month Sensor Network Service, Maintenance, Diagnostics, and Calibration - Depth	\$150	X 6	\$36,000
301	Each/Month	36	12-month Sensor Network Service, Maintenance, Diagnostics, and Calibration - Area Velocity	\$520	X 12	\$224,640
301b	Each/Month	12	6-month Sensor Network Service, Maintenance, Diagnostics, and Calibration - Area Velocity	\$520	X 6	\$37,440
400	LS	1	Purchase New Sensors Service	\$19,800		\$19,800
401	Each	77	Install New Sensors - Depth	\$980		\$75,460
402	Each	17	Install New Sensors - Area Velocity	\$1,080		\$18,360
500	Each	0	Relocate Existing Sensor Site - Depth	\$1,400		\$0
501	Each	0	Relocate Existing Sensor Site - Area Velocity	\$1,500		\$0
600	Month	1	Data Access - Servers and Software (All Sensors in Service)	\$0	X 12	\$0
700	4 Hr	0	Training for Online Access	\$825		\$0
800	4-Hr	0	Training for Monitor Service and Maintenance	\$825		\$0
Allowance for Additional Services and New Equipment						\$234,500
Total Unit Prices: (LAST PAGE ONLY)						\$1,200,000

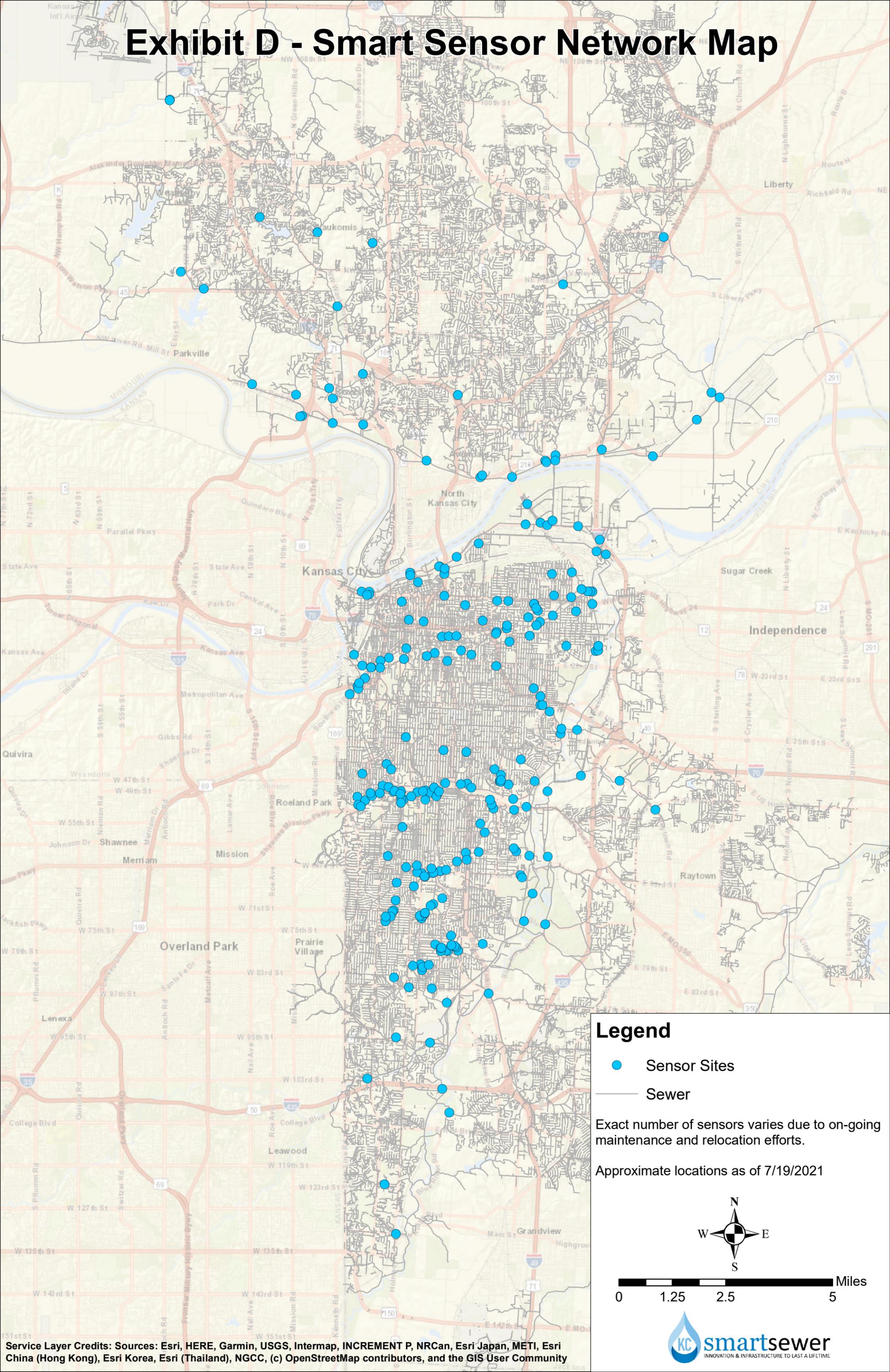
**Note:** For Item No.(s) 300 through 301b, quantities and annual multipliers are estimated. Monthly costs will be based on actual quantities in use and corresponding months in service. Following the Baseline Assessment any unused amounts from Item No.(s) 300 through 301b may be used for Item No.(s) 500 and 501

**Renewal Pricing:** Annual price adjustments shall be based on the annual average of the Consumer Price Index (CPI) for the previous year based on prices in the Midwest Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics, or 3% annually, whichever is greater.

**ATTACHMENT D**  
**Sensor Network Location Map**

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# Exhibit D - Smart Sensor Network Map

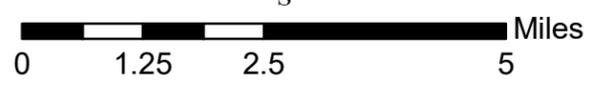


## Legend

- Sensor Sites
- Sewer

Exact number of sensors varies due to on-going maintenance and relocation efforts.

Approximate locations as of 7/19/2021



### Exhibit D - Smart Sensor Network Information

No.	UnitID	Sensor Type	Approximate Depth of Manhole (ft)	Watershed / Sewershed
1	Birmingham PS	Flow	N/A	Birmingham
2	N028-014	Depth	28	Birmingham
3	N034-003	Depth	28	Birmingham
4	N034-024	Depth	24	Birmingham
5	S082-285	Flow	30	Blue River Central
6	S106-176	Depth	36	Blue River Central
7	S121-080	Depth	41	Blue River Central
8	S072-082	Depth	11	Blue River North
9	S146-016	Flow	21	Blue River South
10	S151-201	Depth	19	Blue River South
11	S152-153	Flow	26	Blue River South
12	S171-014	Depth	12	Blue River South
13	S173-210	Depth	24	Blue River South
14	S176-093	Depth	8	Blue River South
15	S196-021	Depth	14	Blue River South
16	S220-055	Depth	21	Blue River South
17	S075-169	Depth	16	Brush Creek
18	S075-209	Depth	N/A	Brush Creek
19	S076-519	Depth	17	Brush Creek
20	S076-602	Depth	N/A	Brush Creek
21	S078-020	Depth	11	Brush Creek
22	S078-174	Depth	15	Brush Creek
23	S078-229	Depth	13	Brush Creek
24	S078-323	Depth	15	Brush Creek
25	S078-341	Depth	17	Brush Creek
26	S078-343	Depth	14	Brush Creek
27	S078-488	Depth	18	Brush Creek
28	S078-541	Depth	16	Brush Creek
29	S079-085	Depth	15	Brush Creek
30	S079-086	Depth	15	Brush Creek
31	S079-159	Depth	17	Brush Creek
32	S079-191	Flow	16	Brush Creek
33	S079-203	Depth	10	Brush Creek
34	S079-219	Depth	9	Brush Creek
35	S079-231	Depth	N/A	Brush Creek
36	S079-454	Flow	8	Brush Creek
37	S079-468	Depth	11	Brush Creek
38	S079-523	Depth	N/A	Brush Creek
39	S079-616	Depth	14	Brush Creek
40	S079-619	Depth	15	Brush Creek
41	S079-640	Depth	N/A	Brush Creek
42	S080-012	Depth	N/A	Brush Creek
43	S080-258	Depth	11	Brush Creek
44	S080-286	Depth	16	Brush Creek
45	S080-357	Depth	12	Brush Creek
46	S080-363	Depth	23	Brush Creek
47	S080-375	Depth	15	Brush Creek
48	S080-714	Depth	13	Brush Creek
49	S080-738	Depth	N/A	Brush Creek
50	S081-140	Depth	30	Brush Creek
51	S081-191	Depth	21	Brush Creek
52	S081-248	Depth	17	Brush Creek
53	S081-265	Depth	10	Brush Creek
54	S081-267	Depth	13	Brush Creek
55	S081-272	Depth	12	Brush Creek

### Exhibit D - Smart Sensor Network Information

No.	UnitID	Sensor Type	Approximate Depth of Manhole (ft)	Watershed / Sewershed
56	S081-415	Depth	12	Brush Creek
57	S081-498	Depth	12	Brush Creek
58	S082-010	Flow	14	Brush Creek
59	S082-056	Depth	11	Brush Creek
60	S082-345	Depth	N/A	Brush Creek
61	S100-420	Depth	N/A	Brush Creek
62	S101-122	Depth	11	Brush Creek
63	S103-601	Depth	N/A	Brush Creek
64	Buckeye Creek PS	Flow	N/A	Buckeye Creek
65	N025-171	Depth	19	Buckeye Creek
66	N025-172	Depth	18	Buckeye Creek
67	N045-006	Depth	N/A	Burlington Creek
68	S029-009	Depth	12	CID
69	S029-092	Depth	N/A	CID
70	S030-129	Depth	23	CID
71	S030-832	Flow	N/A	CID
72	S024-020	Depth	34	Gooseneck Creek
73	S024-083	Flow	17	Gooseneck Creek
74	S024-087	Flow	15	Gooseneck Creek
75	S024-091	Flow	14	Gooseneck Creek
76	S024-103	Depth	11	Gooseneck Creek
77	S024-209	Depth	19	Gooseneck Creek
78	S025-059	Depth	19	Gooseneck Creek
79	S025-278	Depth	15	Gooseneck Creek
80	S033-066	Depth	15	Gooseneck Creek
81	S033-240	Depth	16	Gooseneck Creek
82	S033-383	Depth	20	Gooseneck Creek
83	S033-406	Depth	32	Gooseneck Creek
84	S033-447	Depth	18	Gooseneck Creek
85	S033-511	Depth	19	Gooseneck Creek
86	S033-538	Depth	17	Gooseneck Creek
87	S033-547	Depth	N/A	Gooseneck Creek
88	S034-114	Depth	16	Gooseneck Creek
89	S034-115	Depth	13	Gooseneck Creek
90	S034-156	Depth	24	Gooseneck Creek
91	S034-188	Depth	10	Gooseneck Creek
92	S034-253	Depth	15	Gooseneck Creek
93	S034-271	Depth	17	Gooseneck Creek
94	S034-336	Depth	N/A	Gooseneck Creek
95	S034-374	Depth	15	Gooseneck Creek
96	S034-490	Depth	18	Gooseneck Creek
97	S035-166	Depth	12	Gooseneck Creek
98	S050-201	Depth	12	Gooseneck Creek
99	Line Creek PS	Flow	N/A	Line Creek
100	N021-026	Depth	35	Line Creek
101	N043-028	Depth	7	Line Creek
102	N043-032	Depth	19	Line Creek
103	N059-009	Depth	16	Line Creek
104	N079-006	Flow	16	Line Creek
105	N114-059	Depth	18	Line Creek
106	N115-009	Depth	10	Line Creek
107	N117-035	Depth	11	Line Creek
108	N107-040	Depth	19	Little Shoal Creek
109	S035-431	Flow	19	Lower Blue River
110	S048-058	Depth	22	Lower Blue River

### Exhibit D - Smart Sensor Network Information

No.	UnitID	Sensor Type	Approximate Depth of Manhole (ft)	Watershed / Sewershed
111	S048-109	Flow	15	Lower Blue River
112	S048-117	Flow	17	Lower Blue River
113	S048-120	Depth	13	Lower Blue River
114	S058-202	Depth	13	Lower Blue River
115	S058-205	Depth	17	Lower Blue River
116	S058-368	Depth	15	Lower Blue River
117	S058-467	Depth	N/A	Lower Blue River
118	S058-617	Flow	N/A	Lower Blue River
119	S059-009	Flow	11	Lower Blue River
120	S072-131	Depth	16	Lower Blue River
121	S073-037	Flow	11	Lower Blue River
122	S082-165	Depth	9	Lower Blue River
123	N101-007	Flow	20	Lower Shoal Creek
124	S097-005	Depth	25	Middle Blue River
125	S097-020	Depth	11	Middle Blue River
126	S097-176	Flow	17	Middle Blue River
127	S106-008Sa	Depth	12	Middle Blue River
128	S106-032	Depth	8	Middle Blue River
129	S106-034	Depth	19	Middle Blue River
130	S121-019	Flow	13	Middle Blue River
131	S123-043	Flow	12	Middle Blue River
132	S127-451	Flow	16	Middle Blue River
133	S128-159	Flow	14	Middle Blue River
134	S128-369	Depth	14	Middle Blue River
135	S128-498	Flow	20	Middle Blue River
136	S128-704	Flow	N/A	Middle Blue River
137	S128-720	Flow	N/A	Middle Blue River
138	S128-724	Flow	N/A	Middle Blue River
139	S128-762	Flow	N/A	Middle Blue River
140	S128-769	Flow	N/A	Middle Blue River
141	S128-774	Flow	N/A	Middle Blue River
142	S128-791	Flow	N/A	Middle Blue River
143	S128-813	Flow	N/A	Middle Blue River
144	S128-814	Flow	N/A	Middle Blue River
145	S128-816 East	Flow	N/A	Middle Blue River
146	S128-816 North	Flow	N/A	Middle Blue River
147	S128-820 North	Flow	N/A	Middle Blue River
148	S128-820 West	Flow	N/A	Middle Blue River
149	S129-012	Flow	11	Middle Blue River
150	S129-256	Depth	N/A	Middle Blue River
151	S147-029	Flow	24	Middle Blue River
152	S147-150	Depth	20	Middle Blue River
153	S148-052	Depth	14	Middle Blue River
154	S148-568	Depth	22	Middle Blue River
155	S006-016	Depth	18	NEID
156	S009-012	Depth	16	NEID
157	S010-057	Depth	23	NEID
158	S010-062	Flow	26	NEID
159	S010-067	Depth	22	NEID
160	S010-077	Depth	15	NEID
161	S011-005	Depth	12	NEID
162	S011-043	Depth	15	NEID
163	S011-062	Depth	15	NEID
164	S012-004	Depth	13	NEID
165	S027-090	Depth	13	NEID

### Exhibit D - Smart Sensor Network Information

No.	UnitID	Sensor Type	Approximate Depth of Manhole (ft)	Watershed / Sewershed
166	S027-304	Depth	22	NEID
167	S027-426	Flow	21	NEID
168	S027-433	Depth	27	NEID
169	S028-077	Depth	33	NEID
170	S028-078	Depth	31	NEID
171	S028-251	Depth	17	NEID
172	S028-292	Depth	31	NEID
173	S031-264	Depth	17	NEID
174	S032-129	Depth	39	NEID
175	N164-015	Depth	N/A	North Brush Creek
176	N164-039	Depth	N/A	North Brush Creek
177	N026-010	Depth	11	Randolph Creek
178	N044-024	Depth	N/A	Riverside
179	N044-028	Depth	N/A	Riverside
180	N044-035	Depth	N/A	Riverside
181	N014-008	Depth	18	Rock Creek
182	N014-018	Depth	18	Rock Creek
183	N014-049	Depth	23	Rock Creek
184	N022-034	Depth	11	Rock Creek
185	N040-093	Depth	26	Rock Creek
186	S083-129	Flow	36	Round Grove
187	S084-179	Depth	11	Round Grove
188	S085-175	Depth	14	Round Grove
189	N093-087	Depth	N/A	Rush Creek
190	N025-111	Depth	18	Searcy Creek
191	S081-053	Depth	20	Town Fork Creek
192	S081-082	Depth	5	Town Fork Creek
193	S098-001	Depth	17	Town Fork Creek
194	S098-035	Depth	11	Town Fork Creek
195	S098-313	Depth	13	Town Fork Creek
196	S098-473	Depth	N/A	Town Fork Creek
197	S103-084	Depth	12	Town Fork Creek
198	S103-111	Depth	11	Town Fork Creek
199	S103-272	Depth	21	Town Fork Creek
200	S103-281	Depth	20	Town Fork Creek
201	S103-423	Depth	7	Town Fork Creek
202	S103-447	Depth	11	Town Fork Creek
203	S104-069	Depth	12	Town Fork Creek
204	S104-076	Depth	8	Town Fork Creek
205	S104-085	Depth	13	Town Fork Creek
206	S104-109	Depth	10	Town Fork Creek
207	S104-263	Flow	16	Town Fork Creek
208	S104-323	Depth	13	Town Fork Creek
209	S104-451Sa North	Flow	N/A	Town Fork Creek
210	S104-451Sa South	Flow	N/A	Town Fork Creek
211	S104-474	Depth	11	Town Fork Creek
212	S105-383	Depth	13	Town Fork Creek
213	S123-287	Depth	12	Town Fork Creek
214	S123-290	Depth	14	Town Fork Creek
215	S123-330	Depth	12	Town Fork Creek
216	S123-331	Depth	8	Town Fork Creek
217	S123-335 A	Depth	7	Town Fork Creek
218	S123-335 B	Depth	7	Town Fork Creek
219	S123-353	Depth	15	Town Fork Creek
220	S124-121	Depth	15	Town Fork Creek

## Exhibit D - Smart Sensor Network Information

No.	UnitID	Sensor Type	Approximate Depth of Manhole (ft)	Watershed / Sewershed
221	S124-149	Depth	14	Town Fork Creek
222	S124-160	Depth	9	Town Fork Creek
223	S124-185	Depth	14	Town Fork Creek
224	S124-189	Depth	11	Town Fork Creek
225	S124-226	Depth	18	Town Fork Creek
226	S124-475	Depth	12	Town Fork Creek
227	S031-354	Depth	14	Turkey Creek
228	S031-797	Depth	17	Turkey Creek
229	S032-193	Flow	19	Turkey Creek
230	S032-207	Depth	15	Turkey Creek
231	S032-340	Depth	18	Turkey Creek
232	S032-474	Depth	N/A	Turkey Creek
233	S051-061	Depth	19	Turkey Creek
234	S051-198	Depth	17	Turkey Creek
235	S051-447	Depth	18	Turkey Creek
236	S051-797	Depth	N/A	Turkey Creek
237	S052-059	Depth	16	Turkey Creek
238	S052-203	Depth	33	Turkey Creek
239	S052-235	Depth	29	Turkey Creek
240	S052-657	Depth	N/A	Turkey Creek
241	S053-037	Depth	21	Turkey Creek
242	S053-127 North	Depth	N/A	Turkey Creek
243	S053-127 South	Depth	N/A	Turkey Creek
244	S053-397	Depth	14	Turkey Creek
245	S053-619	Depth	26	Turkey Creek
246	S053-671	Depth	N/A	Turkey Creek
247	S054-081	Depth	N/A	Turkey Creek
248	S054-130	Depth	20	Turkey Creek
249	S054-136	Depth	22	Turkey Creek
250	S054-144	Depth	19	Turkey Creek
251	S054-162	Depth	16	Turkey Creek
252	N092-001	Depth	N/A	Walnut Creek

### Notes

1. Exact number of sensors varies due to on-going maintenance and relocation efforts. The information presented reflects the status as of 7/19/2021. Total number of sensor locations is 267 when all existing equipment is in place.
2. Source of information : Xylem and Smart Sewer Program hydraulic model and some information is approximate.
3. Sensor Technology
  - a) Depth sensor: Seametrics Model : PS98i
  - b) Flow sensor: Teledyne ISCO Model: 2150 and Teledyne ISCO Model: 2160
  - c) Data transfer units: Xylem Remote Terminal Unit (RTU)

## ATTACHMENT E

### 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 F**

## **HRD DOCUMENTS**

1. 00450 HRD Form 08: Contractor Utilization Plan & Request for Waiver
2. 00450.01: HRD Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

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

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

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

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

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

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

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

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

**WBE FIRMS:**

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

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve

8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

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

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

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

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

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

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

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

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

(Attach corporate seal if applicable)

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

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

Notary Public



# LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title \_\_\_\_\_

Project Location/Number \_\_\_\_\_

**PART I:** Prime Contractor \_\_\_\_\_ agrees to enter into a contractual agreement with M/W/DBE/Section 3 Subcontractor \_\_\_\_\_ who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

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

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

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

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

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

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

Full address: \_\_\_\_\_

Street number and name

City, State and Zip Code

Primary contact: \_\_\_\_\_

Name

Phone

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

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

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

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

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







# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

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

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

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

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

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

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

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

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

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

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

**TO**

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

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

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

- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- \_\_\_ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- \_\_\_ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

\_\_\_\_\_  
 (Bidder/Proposer/Contractor) "Company Name"

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



# CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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

My commission expires:

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



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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

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

STATE OF MISSOURI )

) ss:

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

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

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

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

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

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

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

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

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

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

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

\_\_\_\_\_  
(Title)

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

**NOTARY**

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

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

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

\_\_\_\_\_  
Title



## Attachment G

# PERFORMANCE BOND

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

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

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

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for \_\_\_\_\_ which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

### CONTRACTOR

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

---

---

---

---

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Attach seal and Power of Attorney)

DRAFT



## PAYMENT BOND

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

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

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

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for \_\_\_\_\_, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

**CONTRACTOR**

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Attach seal and Power of Attorney)



establish the business entity's enrollment and participation in the required electronic verification of work program.

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

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

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

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

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

My Commission expires:

**ATTACHMENT I**

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, \_\_\_\_\_, having full authority to act on behalf of \_\_\_\_\_, 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 \_\_\_\_\_.
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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared ( \_\_\_\_\_ ), 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.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

DRAFT

**Attachment J**

**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 )

I, \_\_\_\_\_, having full authority to act on behalf of \_\_\_\_\_, 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.

\_\_\_\_\_

Signature of affiant

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared ( \_\_\_\_\_ ), 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.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

# ATTACHMENT K

## Non-Construction Subcontractors Listing

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

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

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

**ATTACHMENT L**

NON-CONSTRUCTION APPLICATION FOR PAYMENT

DRAFT



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**  
**Project Number** \_\_\_\_\_  
**Contract Number** \_\_\_\_\_  
**Project Title** \_\_\_\_\_

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

**Design Professional/Contractor:**

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

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

**Instructions to Design Professional/Contractor:**

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

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

**Contractor:**

Submitted By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By: \_\_\_\_\_ Project Manager Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Director or Designee Date: \_\_\_\_\_