



**City of Kansas City, Missouri  
Water Services Department  
Wes Minder, P.E., Director**

- Executed Contract File
- Contractor
- Finance
- City Clerk
- Surety
- Granting Agency
- Project Manager
- CM/Inspector
- Design Professional
- 

# Project Manual

**PROJECT/CONTRACT NO. 80002229/9737**

**WATER SERVICES LABORATORY REMODEL and  
BUILDING RENOVATION CMAR**

## BIDDER/ADDRESS

<b>Company</b>	<b>The Whiting-Turner Contracting Co.</b>	—
<b>Contact</b>	<b>Jade Wilson</b>	—
<b>Address</b>	<b>2519 Madison Avenue, Suite 200 Kansas City, MO 64108</b>	—
<b>Phone</b>	<b>(913) 226-9938</b>	—
<b>Fax</b>	<b>(816) 921-0200</b>	—
<b>Email</b>	<b><a href="mailto:Jade.Wilson@whiting-turner.com">Jade.Wilson@whiting-turner.com</a></b>	—

Project Manager: Debra L. Smith  
Telephone: 816-513-0293  
Email: [Debra.Smith@kcmo.org](mailto:Debra.Smith@kcmo.org)

**PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT**  
**PROJECT NO. 80002229 CONTRACT NO. 9737 – Water Services Laboratory Remodel and**  
**Building Renovations CMAR**  
**WATER SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and The Whiting-Turner Contracting Company (“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 **\$50,000.00.**
- 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. 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 listed on Exhibit/Attachment A:

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

**City:**

Water Services Department

Wes Minder, Director

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

Kansas City, MO 64130

Phone: (816) 513-0203 Facsimile: (816) 513-0288

E-mail address: [Wes.Minder@kcmo.org](mailto:Wes.Minder@kcmo.org)

**Contractor:**

The Whiting-Turner Contracting Company

Jade Wilson

2519 Madison Avenue, Suite 200

Kansas City, MO 64108

Phone: (913) 226-9938 Facsimile: (816) 921-0200

E-mail address: [Jade.Wilson@whiting-turner.com](mailto:Jade.Wilson@whiting-turner.com)

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

**Sec. 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 Contract 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. 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:

- A. **Attachment A – Scope of Services & Fee Schedule**
- B. **Attachment B – Electronic Data Requirements**
- C. **Attachment C – Non-Construction Application for Payment**
- D. **Attachment D – Licensed Geographical Information System Data**
- E. **Attachment E – CREO Documents**
  - 1. **CREO Instructions**
  - 2. **01290.14: Contractor Affidavit for Final Payment**
  - 3. **01290.15: Subcontractor Affidavit for Final Payment**
- F. **Attachment F – Employee Eligibility Verification Affidavit**
- G. **Attachment G – Non-Construction Subcontractors Listing**
- H. **Attachment H – Certificate of Liability Insurance**

**Sec. 7. Responsibilities of City. City shall:**

- A. Provide Access to proposed Sites for future construction work.
- B. Provide Access to record drawing and other project information.

- C. Complete Right of Way Activities for future work.
- D. Insure coordination with other City Contractors and Consultants as needed to facilitate the preconstruction activities.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Contract.

**Sec. 8. Replacement to Part II, Standard Terms and Conditions, Section 4, Insurance.** Section 4.A.4 of Part II, Standard Terms and Conditions of this Agreement is hereby deleted and in lieu thereof, the following is inserted:

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

**Sec. 9. 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. 10. 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. 11. Definitions.**

- A. **Phase 1:** Portion of the Project during which this professional services agreement is active.
- B. **Phase 2:** If GMP negotiations are successful, this is the portion of the Project during which the construction contract is active.
- C. **"Consultant"** means a person, firm, or corporation having a contract with City to furnish services as an independent professional associate or consultant (including, without limitation, as a construction manager, construction advisor, or program manager) with respect to the Project and who is identified as such in the Supplementary Conditions. The term "Consultant" also includes such person's, firm's, or corporation's agents, officers, directors, or employees.
- D. **CONTRACTOR/CMAR/Construction Manager at Risk** – The person, firm, partnership, company, corporation or association licensed or otherwise authorized by law to do business in Missouri, with whom CITY has entered into the Agreement.
- E. **General Contractor Fee Percentage** is the percentage provided in the Contractor's bid which is multiplied by the direct costs to obtain the construction manager fee.
- F. **Direct Costs** – Cost of all direct labor, equipment and materials required to complete

CONTRACTOR'S Work, either self-performed or subcontracted, based on actual direct costs to the CONTRACTOR.

- G. **General Contractor Fee (CM Fee)** – The CM Fee is obtained by multiplying the Direct Costs by the Construction Manager Fee Percentage. The CM is the amount the Contractor is charging the CITY for overhead costs, other indirect costs such as general conditions pricing, and profit associated work.
- H. **GMP – Guaranteed Maximum Price** of the Project that is established after Preconstruction Phase 1 and upon completion of DESIGN PROFESSIONAL's 100% plans. This amount is the sum of the GC Fee, PC Fee, and an estimate of the Direct Costs agreed upon by CMAR and CITY (including any risk contingency agreed upon by CMAR and CITY).
- I. **Preconstruction FEE (PC Fee)** – Pre-construction fee is the price for services completed by the Construction Manager at Risk during phase 1 for preconstruction services prior to the establishment of the GMP.
- J. **Common Equipment** – Equipment such as Cranes that the CMAR will require to be utilized by all subcontractors and themselves for self-perform work.
- K. **Open Book Pricing:** A method of determining a GMP where the Contractor shares all relevant information utilized to develop their pricing with the City as part of GMP negotiations.

**Sec. 12.** Contractor agrees to negotiate in good faith a guaranteed maximum price for the construction of the project. After the conclusion of negotiations, this contract shall end. If the guaranteed maximum price is mutually agreed upon, the Contractor and City shall execute the construction contract included in the Bid Documents.

**Sec. 13. 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.

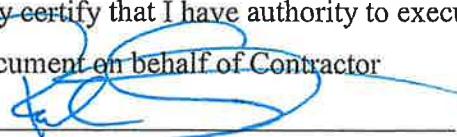
Each party is signing this Contract on the date stated opposite that party's signature.

## **THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

### CONTRACTOR

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

Date: 03/10/2023

By: 

Name: Paul Schmitt

Title: Sr. Vice President

### KANSAS CITY, MISSOURI

DocuSigned by:

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

By: 

Name: Wes Minder  
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Title: \_\_\_\_\_

Approved as to form:

DocuSigned by:

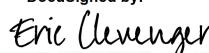


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Assistant City Attorney

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.

DocuSigned by:



4/19/2023

Director of Finance

Date

18F59B5A8EE444E...

## 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 Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

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

B. 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 Civil Rights and Equal Opportunity Department 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. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

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

3. 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.

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

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

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

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

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

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's

prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

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

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

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

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

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be

manufactured or produced in the United States whenever possible.

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

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

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

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

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

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at

[www.dhs.gov/xprevprot/programs/gc\\_118522\\_1678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

**Sec. 22. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

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

## Attachment A-

### Scope of Services & Fee Schedule

**SECTION 013101**  
**CONSTRUCTION MANAGER AT RISK PROFESSIONAL SERVICES**

**PART 1 – GENERAL**

**1.01 Summary:**

- A.** This Section details the Professional Services (Work) to be provided by the Contract Manager at Risk (CMAR) to the Water Department of the City of Kansas City Missouri (Owner). The CMAR will work with the Owner and Design Professional (DP) to complete the Work specified herein

**1.02 General Scope of Work**

- A.** The CMAR firm shall include all Pre-Construction and Construction Project Management services “At-Risk” and with a Guaranteed Maximum Price (GMP) for project delivery relating to the entire spectrum of construction.
- B.** Work includes, but is not limited to, the following:
  - 1. Pre-Construction Services.
  - 2. Assist the Owner and DP in review of design to make recommendations, as necessary.
  - 3. Develop and coordinate a master schedule with the Owner and DP. Adjust schedule as necessary.
  - 4. Attend project meetings with the Owner and DP.
  - 5. Prepare cost estimates to confirm DP estimates at 60% design phase and 90% design phase.
  - 6. Provide an open book GMP at the completion of final bidding documents.
  - 7. Provide technical review of the design documents prior to issuance for bidding.
  - 8. Analyze the construction market and develop a bid strategy which increases competition and supports Owner’s goals for local contractors and suppliers’ participation.
  - 9. Prepare bid package breakdowns and descriptions, general conditions, and other specifications as related to the CMAR project delivery.
  - 10. Assist in receiving and evaluating bids and conduct bid opening with the Owner.
  - 11. The CMAR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner by submitting an RFI detailing any inconsistency, ambiguity, error, or omission which the CMAR may discover

with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner and/or the DP of the Contract Documents, Shop Drawings, or Product Data shall not relieve the CMAR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CMAR's compliance with this Contract. The Owner has requested the DP to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinate, and sufficient for construction. By the execution hereof, the CMAR acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that the CMAR has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

12. The CMAR agrees to provide all labor, materials, tools, machinery, equipment, facilities, and supplies for the completion of the Construction Services.
13. If part of the CMAR's Work depends on proper execution or results upon construction or operations by the Owner or others, the CMAR shall, prior to proceeding with that portion of the Work, promptly report to the Owner and DP apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Upon receipt of such report, the DP shall make a determination as to the unsuitability of such other construction. Failure of the CMAR to so report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the CMAR's Work, except as to defects not then reasonably discoverable and which may develop in the Owner's or separate contractor's construction after the execution of the CMAR's Work.

#### 1.03 Project Schedule

- A. CMAR will manage and complete this project within the defined schedule.
- B. The CMAR will prepare, monitor, update regularly and submit a detailed pre-construction, construction, and post-construction schedule monthly.

#### 1.04 Communications

- A. The Owner assumes no responsibility for any understanding given or representation made orally by the Owner's agents prior to the execution of this Contract, unless such understanding(s) or representation(s) are expressly stated in the Contract. The Owner assumes no responsibility for any conclusions or interpretations made by the CMAR. Any failure by the CMAR to become acquainted with available information will not relieve the CMAR from responsibility for properly estimating

the difficulty or cost of successfully performing the Work or mutually agreed changes thereto.

- B. Communications by and with the CMAR's consultants, subcontractors, and material suppliers shall be through the CMAR. Communications by and with the Owner's separate contractors shall be through the Owner.
- C. All instructions affecting contract sum, contract time, or contract interpretation shall be confirmed expeditiously in writing with copies furnished to the CMAR, the Owner's designated representatives, and the DP by the party issuing the instruction.
- D. Interpretation:
  - 1. The CMAR will be, in the first instance, the interpreter of the requirements of the Contract Documents. The CMAR will, within a reasonable time, render such interpretation as necessary for the proper execution or progress of the Work. All interpretations by the CMAR shall be defined in writing and/or by drawing and shall be consistent with the intent of the Contract Documents. The DP's decisions on matters relating to aesthetic effect will be final with the Owner's consent and if consistent with the intent expressed in the Contract Documents.

1.05 Submittals:

- A. All submittals shall be submitted through the City's e-Builder system unless the submittal needs to be delivered to the Owner's Project Manager.
- B. Submittals include but are not limited to the following:
  - 1. All vendor, component, and applicable safety data sheet submittals to be submitted to KC Water no later than 30 calendar days prior to construction start date including the following:
    - a. Product data for each component of system to be installed. Include documentation showing compliance with all physical properties specified for the completed system as well as individual components.
    - b. Current edition of manufacturer's published specifications, base flashing details, and installation instructions for the specified system.
    - c. Copy of proposed manufacturer's warranty.
    - d. Detailed flow diagram or P&ID.
    - e. Shop drawings of the following:
      - i) Plans and sections, drawn to scale, and show bends and locations of

fittings.

- ii) Entry and exit provisions.
- iii) Ladder details.
- iv) Grounding details.

2. Schedules:

- a. Detailed schedule of activities over the pre-construction phase.
- b. Preliminary project schedule in native electronic format and \*PDF format. PDF sheet size shall be sufficiently large enough to legibly show the entire schedule for the entire construction period.
- c. Layout for all schedules and reports shall follow the standard format in the following order, activity ID, activity name, original duration, remaining duration, percent complete, start, finish, late start, late finish, total float, baseline variance, predecessor, successor, and resource ID.
- d. Progress Schedule – Submit in native electronic format and \*PDF format. PDF sheet size shall be sufficiently large enough to legibly show the schedule for the entire construction period to include the following:
  - i) CPM report.
  - ii) A list of all activities sorted by activity number and early start date, or actual start date, if known.
  - iii) A list of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - iv) Total Float Report to include a list of all activities sorted in ascending order of total float.
  - v) Daily labor force report.
  - vi) Material location report.
  - vii) Field condition report.
  - viii) Owner may request a cost and resource loaded schedule if the project has sufficient float or multiple overlapping critical paths.
- e. Daily Construction Reports – Submit at weekly intervals.
- f. Four Week look ahead – Schedules provided at each progress meeting that indicate what work activities will be occurring over the next 4 weeks and what was accomplished the previous week.
- g. The activity designations used in the four week look ahead must be

consistent with those used in the baseline schedule and the monthly schedule updates.

2. CMAR safety procedures.
3. CMAR quality manual.
4. Manufacturer's field auditor inspection report within 14 calendar days after Work completion.

B. Electronic copy of final reports, field reports, and inspections within 30 calendar days after Work is complete.

1.06 Quality Assurance:

- A. CMAR shall maintain a copy of their company's quality manual and training records on site over the duration of the project.
- B. All products shall be UL labeled for their intended use.

1.07 Pre-Construction Scheduling and Construction Activities Coordination:

- A. Pre-Installation Conference:
  1. A pre-installation conference shall be held approximately two weeks prior to commencing Work. Owner, DP, CMAR, sub-contractors, and manufacturer's representative must be present.
  2. Review installation procedures, materials to be used, submittals, schedules, and all related work required under this section. Finalize construction schedule and confirm availability of materials, equipment, CMAR's personnel, and facilities needed to complete work as planned.
  3. Review inclement weather conditions and procedures.
  4. Review procedures for additional work days to maintain schedule.
  5. Identify contractor parking, site access, and laydown areas.
  6. Review inspection and quality control procedures to be used.
  7. Record discussions of conference, including decisions and agreements reached. Furnish copy of record to each party attending. If disagreements exist at the conclusion of the conference, determine how disagreements will be resolved, and set a date for reconvening conference.
- B. Coordinate layout and installation of ducts, manholes, handholes, and boxes to be installed with the existing arrangement of other utilities, site grading, and surface features.
- C. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks as determined by existing as-built drawings, soft dig field excavation locating, coordination with other utilities, underground obstructions, and surface features. Revise locations and

elevations from those indicated as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by KC Water.

1.08 Pre-Construction Phase

- A. Design review and analysis.
- B. Recommendations on construction costs, feasibility and practicality regarding the selection of methods, materials and systems, including cost reducing alternatives.
- C. Constructability reviews.
- D. Value engineering—the CMAR will review the designs for possible economies and make recommendations to the Agency. The CMAR assumes no liability for design errors or omissions.
- E. Schedule development.
- F. Long lead time procurement.
- G. Solicitation of competitive bids per City requirements. CMAR shall comply with the City of Kansas City Missouri Civil Rights and Equality Office these same six socioeconomic affirmative steps when soliciting subcontractors under the CMAR.

1.09 Construction Phase

- A. Guaranteed Maximum Price (GMP). In most cases the owner will require the CMAR to agree to a guaranteed maximum price for the construction phase of the project. The GMP will consist of all the actual awarded subcontractor prices, plus the CM's construction phase management effort, and such costs as bonds, insurance and the CM's profit. The GMP is established early in the construction phase, not with initial proposals. As already noted, the GMP is subject to adjustment for owner issued change orders and owner caused delays. It is treated contractually as the fixed price in a typical construction contract.
- B. Construction Schedule: The CMAR, promptly after being awarded the Contract, shall prepare and submit for approval by the DP, a construction schedule for the Work. The schedule shall not exceed time limits as contained in the Contract.
- C. Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule shall be coordinated with the CMAR's shop drawing submittal schedule.

1.10 Drawings and Specifications at the Site

- A. All Drawings, Specifications and other documents of the Work furnished by the DP are and shall remain the Owner's property. They are not to be used by the CMAR on other projects without written consent of the Owner.
- B. The CMAR shall maintain at the site one copy of all Drawings, Specifications,

Addenda, approved Shop Drawings, Product Data, Samples and Contract Modifications, in good order and marked to record all changes made during construction.

- C. As-Built and Record Drawings The CMAR shall, at the time of substantial completion of the Work, deliver to the DP the complete set of as-built drawings. The DP will, within 30 days after receipt from the CMAR, transpose all changes recorded by the CMAR onto a full set of reproducible drawings, and CAD electronic media, compatible with the Owner's CAD system, which shall become the record drawings for the Project, and shall forward same to the Owner.
- D. Should the Drawings disagree with one another, or with the Specifications, the better quality or greater quantity of work or materials shall be performed or furnished. Dimensions given on Drawings govern small scale Drawings.

PART 2 – PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 013101

		Pre-Construction					Totals		
		2023	2023	2023	2023	2023			
Office Staff	Hourly Rates	January	February	March	April	May	Totals		
		PRECON	PRECON	PRECON	PRECON	PRECON			
Project Manager 3 - Jade Wilson	\$ 154.01	10%	10%	20%	20%	100%	\$	40,000.00	
Project Engineer		0%	0%	0%	0%	0%	\$	-	
Field Staff									
Superintendent 2 - Scott Thompson	\$ 141.38	5%	10%	10%	10%	10%	\$	10,000.00	
Senior Field Engineer		0%	0%	0%	0%	0%	\$	-	
Support Staff									
Project Executive	Patrick Kantor	0%	0%	0%	0%	0%	\$	-	
Regional Superintendent	Justin Zeh	0%	0%	0%	0%	0%	\$	-	
Quality Manager	Shelley Miller	0%	0%	0%	0%	0%	\$	-	
EH&S Manager	Travis Lizar	0%	0%	0%	0%	0%	\$	-	
		PRECON	PRECON	PRECON	PRECON	PRECON	\$	50,000.00	



Attachment B-

Electronic Data Requirements

**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 and .
  - 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 Abode 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-

## Non-Construction Application



## NON-CONSTRUCTION APPLICATION FOR PAYMENT

Contract/Project Number \_\_\_\_\_  
Contract/Project Title \_\_\_\_\_

Contractor:  
Legal Name \_\_\_\_\_  
Mail Address: \_\_\_\_\_  
City, ST Zip \_\_\_\_\_  
Vendor Number \_\_\_\_\_

Application Number: 1  
Ordinance Number: \_\_\_\_\_  
City PO Number: \_\_\_\_\_

Final Payment   
Date: \_\_\_\_\_  
Ordinance Date: \_\_\_\_\_

Application for Work Accomplished: From \_\_\_\_\_ To: SLBE Pre-Payment<sup>1</sup>  
Name of Kansas City, MO Project Mgr: \_\_\_\_\_

**[Enter Pre-Payment Amount on Line [6] of Application Number 1. Delete SLBE Prepayment and footnote if not applicable.]**

Original Contract Amount	[1]	\$0.00
Net by Amendments _____ through _____	[2]	\$0.00
Maximum Obligation (1+2)	[3]	\$0.00
Total Work Completed to Date	[4]	\$0.00
Total Previous Payments	[5]	\$0.00
<b>PAYMENT DUE CONTRACTOR (4-5)</b>	<b>[6]</b>	<b>\$0.00</b>

**Instructions to Contractor:**

1. Complete and sign this Application and attach the following items: A) documentation of expenses 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.
2. If this is the First application for payment and if Contract amount exceeds \$127,000, 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;** and proof of tax compliance (Revenue Clearance Letter).

4. Submit Application to: \_\_\_\_\_ Department \_\_\_\_\_

Name, Project Manager  
414 East 12th Street - City Hall, \_\_\_\_\_ Floor  
Kansas City, MO 64106

<sup>1</sup>Any SLBE Pre-Payment will be reflected in "Previous Payments" beginning with the second Application for Payment.

**Contractor:**

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

**Kansas City:**

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



## Attachment D-

### Licensed Geographical Information System

## ATTACHMENT D

### CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment E-

CREO Documents

**CREO KC INSTRUCTIONS  
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

**PART A. ECONOMIC EQUITY & INCLUSION GOALS--MBE/WBE PROGRAM**

**I. City's Economic Equity & Inclusion Goals--MBE/WBE Program.**

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

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

proposed for use for MBE/WBE participation has been certified.

## **II. Required Submissions with Proposal.**

- A. Proposer must submit the following document with its proposal:
  1. **Affidavit of Intended Utilization (CREO KC Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

## **III. Required Submissions Prior to Contract Award.**

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

## **IV. Additional Required Submissions when Requested by City.**

- A. Proposer must submit the following documents when requested by City:
  1. **Timetable for MBE/WBE Utilization (CREO KC Form 10).**
  2. **Documentation of good faith efforts.**

## **V. Required Monthly Submissions during term of Contract.**

- A. Proposers must submit the following document on a monthly basis if awarded the contract:
  1. **M/WBE Monthly Utilization Report.** This report must be submitted to the Director by the 15<sup>th</sup> of each month using the B2GNow Diversity Management System. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

## **VI. Required Submittals for Final Contract Payment.**

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

## **VII. Additional Submittals.**

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

## **VIII. MBE/WBE Participation Credit.**

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



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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (CREO KC Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.**
- B. In evaluating good faith efforts, the Director of CREO KC will consider whether the Proposer has performed the following, along with any other relevant factors:**
  - 1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO KC no less than every three (3) months.**
  - 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO KC no less than every three (3) months.**
  - 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.**
  - 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the CREO KC directory.**
  - 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.**
  - 6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs**

and WBEs to submit a proposal.

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

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



when this documentation must be submitted.

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

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

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

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

## **XI. Appeals.**

A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:

1. The grant or denial of a Request for Waiver;
2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
4. Liquidated Damages;

5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at CREO KC of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

## **XII. Access to Documents and Records.**

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

## **XIII. Miscellaneous.**

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

## **XIV. Liquidated Damages – Economic Equity & Inclusion Goals--MBE/WBE Program.**

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

*[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$300,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]*

## **PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**

**(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$300,000.00.)**

### **I. City's Construction Employment Program.**

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$300,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from CREO KC, a Proposer not doing so is required to objectively demonstrate to CREO KC that good faith efforts have been made.
- C. The following CREO KC Forms are to be used for Construction Employment Program submittals using the B2GNow Diversity Management System:
  1. Project Workforce Monthly Report
  2. Company-Wide Workforce Monthly Report

### **II. Required Monthly Submissions during Term of Contract.**

- A. Proposer must submit the following documents on a monthly basis if awarded the contract:
  1. **Project Workforce Monthly Report.** This report is contract specific. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The

second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

2. **Company-Wide Workforce Monthly Report.** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

### **III. Submittal Required for Final Contract Payment.**

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final payment will be made and/or retainage released. Proposer shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report"

### **IV. Methods for Securing Workforce Participation and Good Faith Efforts.**

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of CREO KC. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:
  1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:
    - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
    - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and

- c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
- d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
- e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
- f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
- g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
- h. Required by written contract that all subcontractors comply with the above efforts.

2. For those Proposers that are signatories to collective bargaining agreements with organized labor:

- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full-time career in the construction industry; and
- b. Requested in writing from each labor union representing crafts to be employed that:
  - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
  - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
  - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
  - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
  - v. the JATC partner with workforce preparedness programs, community-based organizations, employment referral programs and school-sponsored programs to accomplish these goals.



- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
- d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
- e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.

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

#### **V. Appeals.**

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
  1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
  2. Recommendations by the Director to assess liquidated damages;
  3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the Proposer believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of CREO KC which could have been timely appealed.

#### **VI. Access to Documents and Records.**

- A. By submitting a proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Proposer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Proposers agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the construction employment program.

#### **VII. Miscellaneous.**

- A. A Proposer shall bear the burden of proof with regard to all issues on appeal.
- B. The successful Proposer may be required to meet with the Director of CREO KC or the Director's designee for the purpose of discussing the construction employment program, the Proposer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

### **VIII. Liquidated Damages; Suspension – Workforce Program.**

- A. If a Proposer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Proposer shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be required to attend a mandatory training class on Workforce Program compliance.

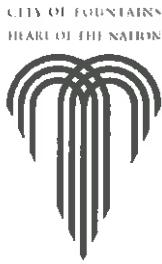
If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any

suspension arising hereunder.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.







## **CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**

Project Number

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

KANSAS CITY  
MISSOURI

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 \_\_\_\_\_

2. Name of MBE/WBE Firm \_\_\_\_\_

**Address** \_\_\_\_\_

Telephone Number ( )

**IRS Number** \_\_\_\_\_

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**Area/Scope\*of Work**

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**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





Attachment F -

Employee Eligibility Verification Affidavit

## EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri )  
COUNTY OF Jackson ) ss

On this 27<sup>th</sup> day of October, 2022 before me appeared

Brian Hicks, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the

Vice President (title) of The Whiting-Turner Contracting Company  
(business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

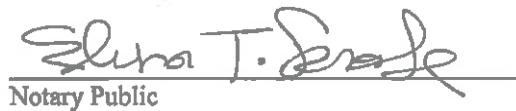
I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

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



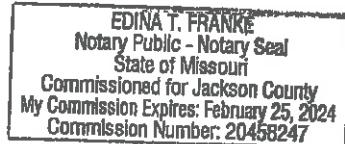
Affiant's signature

Subscribed and sworn to before me this 27<sup>th</sup> day of October, 2022



Notary Public

My Commission expires: 2/25/2024







Company ID Number: 51270

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the The Whiting-Turner Contracting Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 51270

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	The Whiting-Turner Contracting Company
Company Facility Address	300 E Joppa Rd Baltimore, MD 21286
Company Alternate Address	
County or Parish	BALTIMORE
Employer Identification Number	520529450
North American Industry Classification Systems Code	236
Parent Company	The Whiting-Turner Contracting Company
Number of Employees	2,500 to 4,999
Number of Sites Verified for	32



## Attachment G -

### Non-Construction Subcontractor Listing

## ATTACHMENT G

### Non-Construction Subcontractors Listing

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

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

Contractor – Company Name:

Submitted By:

Title:

Telephone No.:

Fax No.:

E-mail:

Date:

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## Smith, Derrick

---

**From:** Wilson, Jade <Jade.Wilson@whiting-turner.com>  
**Sent:** Friday, October 28, 2022 1:24 PM  
**To:** Smith, Derrick  
**Cc:** Smith, Debra; Anderson, Blake; Kantor, Patrick  
**Subject:** RE: Letter of Intent - Forms request  
**Attachments:** Attachment F\_WT Executed.pdf; Attachment H\_WT.pdf; Rev Clearance\_WT.pdf

**EXTERNAL: This email originated from outside the kcmo.org organization. Use caution and examine the sender address before replying or clicking links.**

Derrick,

As requested, please find the attached documents. Currently we do not anticipate any non-construction subcontractors for preconstruction, but as we move forward we will update the Attachment G and share with you.

Let me know if you have any questions.

Thanks,  
Jade



*Jade Wilson  
Project Manager  
The Whiting-Turner Contracting Company  
2519 Madison Avenue, Suite 200  
Kansas City, Missouri 64108  
Mobile: 913-226-9938  
[www.whiting-turner.com](http://www.whiting-turner.com)*

**From:** Smith, Derrick <Derrick.Smith@kcmo.org>  
**Sent:** Wednesday, October 26, 2022 2:00 PM  
**To:** Wilson, Jade <Jade.Wilson@whiting-turner.com>  
**Cc:** Smith, Debra <Debra.Smith@kcmo.org>; Anderson, Blake <Blake.W.Anderson@kcmo.org>  
**Subject:** Letter of Intent - Forms request

Good afternoon Jade,

Per our phone conversation this morning, below is a list of a couple of forms that need to be filled out and returned. Each form should be attached as a pdf file. I know you were already in the process of gathering a few of these already. If you have any questions and/or concerns please don't hesitate to reach out to someone on our team and we'll be more than happy to help you out.

### **Forms Attached**

**Attachment F – Employee Eligibility Verification Affidavit**

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

**Attachment H – Certificate of Liability Insurance**

**Revenue Clearance Form**

Thank you,



**Derrick Smith**  
**Procurement Officer**  
**Procurement Services Division**  
**General Services Department**  
**City of Kansas City, Mo.**  
**414 E. 12<sup>th</sup> Street, 1<sup>st</sup> Floor West**  
**Kansas City, MO 64106**  
**Email: [Derrick.Smith@kcmo.org](mailto:Derrick.Smith@kcmo.org)**  
**Phone: 816-513-0807**

Attachment H-

Certificate of Liability Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riggs, Counselman, Michaels & Downes, Inc. 555 Fairmount Avenue Towson MD 21286		CONTACT NAME: Rebecca Gierczak TWT GppAU5WW PHONE (A/C, No. Ext): 410-339-7263 E-MAIL ADDRESS: rgierczak@rcmd.com FAX (A/C, No): 410-339-7234
INSURED The Whiting - Turner Contracting Company 300 E Joppa Rd Baltimore MD 21286		WHIT-TU-01 INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company 25658 A+✓ INSURER B: Travelers Property Casualty Company of America 25674 A+✓ INSURER C: Starr Indemnity & Liability Company 38318 A INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 1237159123

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	VTC2KCO5788B20AIND22	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	BY				DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 1,000,000	
						MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 2,000,000	
						GENERAL AGGREGATE	\$ 4,000,000	
						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
						Total Aggregate	\$ 25,000,000	
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	VTC2JCAP5788B223TIL22	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ex accident)	\$ 2,000,000	
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
						\$	\$	
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		1000585941221	8/1/2022	8/1/2023	EACH OCCURRENCE	\$ 5,000,000	
	DED RETENTION \$					AGGREGATE	\$ 5,000,000	
						\$	\$	
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	VTRKUB6P9500382622R VTC2KUB6P9522772522	8/1/2022 8/1/2022	8/1/2023 8/1/2023	X PER STATUTE E.L. EACH ACCIDENT	\$ 1,000,000	
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Job #020007: City of KCMO Lab Remodel and Renovations, 2 NE 32nd Street, Kansas City, MO 64116. City of KCMO and Finkle + Williams Architecture are listed as Add'l Insured under GL on a primary & non-contributory basis and Auto as required by written contract. Waiver of Subrogation is granted under GL, Auto & WC as required by written contract. Excess Liability follows form of underlying coverage for GL, Auto & Employers' Liability. 30 days notice of cancellation, 10 days notice of cancellation for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

City of Kansas City, Missouri – Water Services Department 4800 E. 63rd St Kansas City MO 64130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (A/C. No. Ext): 410-337-9755 E-MAIL ADDRESS: squidley@hmsia.com	
HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030		FAX (A/C. No):	
INSURED		INSURER(S) AFFORDING COVERAGE INSURER A : Indian Harbor Insurance Company	
The Whiting-Turner Contracting Company 300 East Joppa Road Towson MD 21286		NAIC # 36940 A+ ✓	
		WHITCON-01	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

## COVERAGES

CERTIFICATE NUMBER: 1870605163

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD WVD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>			SURETY VERIFIED  BY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Retro Date 07/31/1998			CEO744604303	8/1/2022	8/1/2024	Per Claim Aggregate 1,000,000 1,000,000

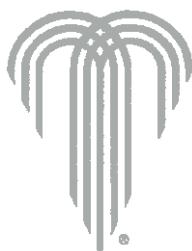
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Job #020007 City of KCMO Lab Remodel and Renovations 2 NE 32nd Street Kansas City, MO 64116

## CERTIFICATE HOLDER

City of Kansas City, Missouri – Water Services Department 4800 E. 63rd Street Kansas City MO 64116	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE 		

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KANSAS CITY  
MISSOURI

## Finance Department

### Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
Website: [kcmo.gov/tax](http://kcmo.gov/tax)

PAUL MICHALSKI  
WHITING-TURNER CONTRACTING COMPANY  
300 E JOPPA RD FL 8TH  
TOWSON MD 21286

Letter Id: L1485094144  
Date: 26-Oct-2022  
Taxpayer Id: \*\*-\*\*\*9450

## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that WHITING-TURNER CONTRACTING COMPANY is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck  
Commissioner of Revenue

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



