

FACILITY REPAIR AND MAINTENANCE CONTRACT
PROJECT/CONTRACT NO. 60810120 – EV3162-1
WATER SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Millgoal Enterprises II, LLC (“Contractor”).

City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract. In order to be successful long-term, green stormwater infrastructure (GSI) sites require continuous and ongoing maintenance throughout the year to meet performance expectations related to their general appearance, vegetative health, infiltration, and stormwater drainage functions. The work under this contract consists of landscape and surface maintenance of five GSI sites: (1) Target Green Marlborough 81st & Troost, (2) Target Green Marlborough Rachel Morado, (3) Water Services Admin Building/Swope Campus, (4) KCATA Trolley Trail (Outfall 066/067), and (5) Central Industrial District (CID)/West Bottoms.

Sec. 1. Term of Contract.

The work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director. The work shall be completed within 365 calendar days thereafter. The Director is authorized to extend the term of this contract and time of performance for this Contract.

Sec. 2. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the 00410 Bid Form/Contract – Acceptance of Bid executed by the City. Contractor shall provide all work at the prices contained in Contractor’s Bid Form that is incorporated herein by reference.
- B. Contractor shall submit application for payment using form 01290.01 Application for Payment and 01290.02 Schedule of Values included in **Attachment C**.
- C. No request for payment will be processed unless it is accompanied by form 01290.02 Schedule of Values included in **Attachment C**.
- D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

- F. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.
- G. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report submitted to the City's Human Relations Department. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

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

City: Water Services Department

Office of the Director

Address: 4800 E. 63rd Street, Kansas City, MO 64130

Phone: (816)-513-0304

E-mail address: andy.shively@kcmo.org

Contractor: Millgoal Enterprises II, LLC

Contact: CJ Fulk

Address: PO Box 1213, Platte City, MO 64079

Phone: (816)-461-4994

E-mail address: fulk10@hotmail.com

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

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

Sec. 5. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract 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. 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. 7. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's Minority

and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System 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 applicable personnel and shall require subcontractors to maintain applications.

Sec. 8. Bonds and Surety. Contractor shall furnish a Performance and Maintenance Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.
- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 9. Subcontracting.

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 10. Open Excavations.

- A. Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open shall provide effective protection to the public.
- B. All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices.
- C. All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- D. Any excavation that is not covered shall be fenced in such a way that the fence surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions.

- E. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

Sec. 11. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – Scope of Services

Attachment B – Bid Forms

00410 Facility Repair & Maintenance Bid Form/Contract

00413 Allowance Authorization

Attachment C – Payment Forms

01290.01 Application for Payment

01290.02 Schedule of Values

Attachment D – CREO KC Forms & Instructions

00440 CREO KC 5: Construction Contract HRD Instructions

00450 CREO KC 8: Contractor Utilization Plan/Request for Waiver

00450.01 Letter of Intent to Subcontract

00460 CREO KC 10: Timetable for MBE/WBE Utilization

00470 CREO KC 11: Request for Modification or Substitution

00485 CREO KC Monthly Reporting Forms

Attachment E - Bonds

00610 Performance and Maintenance Bond

00615 Payment Bond

Attachment F – Missouri Project Exemption

00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment G – 00620 Insurance Certificate

Attachment H – 00630 Revenue Clearance Letter

Attachment I – 00515.01 Employee Eligibility Verification Affidavit

Sec. 12. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

PART II
FACILITY REPAIR & MAINTENANCE
CONTRACT

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of General Liability 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. 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. 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. 3. 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. Contractual Liability

c. Per Project Aggregate Liability Limit

d. No Contractual Liability Limitation Endorsement

e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

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

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

\$1,000,000 accident with limits of:

\$1,000,000 disease-policy limit

\$1,000,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "each accident" basis. This insurance will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising

out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$2,000,000.

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, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage 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 authorized 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 Section 1. 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.

F. Contractor shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by

these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. Contractor shall retain such evidence in its files and make available to City within ten (10) days after written request.

Sec. 4. 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. 5. 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. 6. Resolution of Claims

A. For purposes of this Section 7 only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the

adjustment of Contract price and/or times with respect to the terms of the Contract.

2. City's Representative--Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that

were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 7. 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. 8. 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. 9. 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. 10. 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. 11. 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.

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

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

Sec. 12. 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.

Sec. 13. 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.

Sec. 14. Assignability or 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. 15. 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. 16. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 17. Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 18. 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 the 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 to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain

additional information about E-Verify and enroll at

www.dhs.gov/xprevprot/programs/gc_1185221678150.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 the City.

Sec. 19. Buy American and Missouri Preference Policies. 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. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 20. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 21. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, by executing this Contract, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 24. 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.

Sec. 25. Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 26. Title VI of the Civil Rights Act of 1964.

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

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

Sec. 27 Affirmative Action. If this Contract exceeds \$300,000.00 and Seller employs fifty (50) or more people, Seller shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Seller warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Seller shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited

by Chapter 38 of City's Code. CONTRACTOR shall:

- a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Seller has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- b. Submit, in print or electronic format, a copy of Seller's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Seller does not possess a current certification of compliance, Seller shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- c. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- d. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not

possess a current certificate of compliance, Seller 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.

ATTACHMENT A
SCOPE OF SERVICES

1. Scope of Services
2. GI Figures
3. GSI Manual 2022 - Establishment & Maintenance

BASIC SCOPE OF SERVICES:

I. GENERAL

The work under this contract consists of landscape and surface maintenance of green stormwater infrastructure (GSI) sites as scheduled and described in this Basic Scope of Services. The following paragraphs provide a general description of the work required in this Basic Scope of Services.

Subsequent paragraphs describe in detail the maintenance services to be provided by CONTRACTOR to maintain GSI sites.

- A. In order to be successful long-term, GSI sites require continuous and ongoing maintenance throughout the year to meet performance expectations related to their general appearance, vegetative health, infiltration, and stormwater drainage functions.
- B. Each GSI site has unique maintenance needs influenced by the individual site layout and configuration, surrounding area, and weather conditions. CONTRACTOR is required to define for each GSI site the level of effort on an annual basis to execute regular maintenance activities to continually meet the Service Levels of Performance Standards and Rating Indices defined herein. CONTRACTOR is responsible for scheduling all maintenance activities necessary to meet the Service Levels of Performance Standards and taking into consideration seasonal and storm-related impacts.
- C. Costs including all equipment, material, delivery, removal and disposals, and labor required for regular maintenance activities shall be included in each GSI site base price submitted in Section 01290.02 Schedule of Values form.
- D. Sites may require additional services outside of regular Maintenance defined in this scope of work for unforeseen repair or replacement needs. Additional Work Orders may be issued for work outside of this Basic Scope of Services based on the hourly rate submitted with Section 00413 Allowance Form. The following activities are considered out-of- scope work and are not included in the base contract price:
 1. Plant material for replacement of dead plants shall not be included in the base price.
 2. Repair and replacement of GSI components due to structural damage or vandalism by others shall not be included in the base price.
 3. Replacement of soil media beyond six-inch (6") surface replacement.
- E. All material and methods used for the Work shall conform to the Green Stormwater Infrastructure Construction Specifications included in Appendix C of the latest version of City of Kansas City Green Stormwater Infrastructure Manual (GSI Manual) available on the KC Water Green Infrastructure website.

II. PERIOD OF PERFORMANCE

All tasks identified in this Basic Scope of Services will be performed according to the defined level of service and shall commence following the issuance of a written Notice to Proceed. The term of contract shall be for a period of 365 calendar days from Notice to Proceed date. CONTRACTOR's completion schedule will be extended by the CITY for delays beyond the reasonable control of the CONTRACTOR or as approved by CITY. At the discretion of the CITY and after completion of the initial contract period, this contract may be renewed for a maximum of four (4) additional years to provide a continuation of services up to a total maximum of five (5) years.

III. BASIC SCOPE OF SERVICES

PART 1 – GENERAL

1.1 SUMMARY

CONTRACTOR shall provide all equipment, material, and labor required for servicing and maintaining assigned GSI sites. GSI site responsibility will be assigned to CONTRACTOR through Work Order Authorizations as defined in Section 1.7. GSI Sites may be comprised of one or more GSI Practice. GSI sites for CONTRACTOR maintenance may include one or more of the following locations (See Attachment A.1 for GSI Site locations and practices):

1. Target Green Marlborough 81st & Troost
2. Target Green Marlborough Rachel Morado
3. Water Services Admin Building/Swope Campus
4. KCATA Trolley Trail (Outfall 066/067)
5. Central Industrial District (CID)/West Bottoms

Each GSI Practice is made up of individual GSI components that support the function of the practice. CONTRACTOR is responsible for maintaining the following GSI components, as defined further in the City's GSI Manual, as applicable to each GSI practice:

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-9 Outlets

GSI Practices and Components for each GSI Site are shown graphically in Attachment A.1.

1.2 QUALIFICATIONS

CONTRACTOR shall perform the specified work with experienced personnel using industry standard practices, equipment, and safety measures. Mowing of vegetation within a GSI storage area is strictly prohibited without written approval by KC Water. Personnel shall have demonstrated experience in identification, establishment and maintenance of native plantings. Additionally, CONTRACTOR is required to have at least one (1) personnel onsite at all times during performance of Work that has certified completion of KC Water's Green Stormwater Infrastructure Maintenance Training (GSI Maintenance Training) course. Training course will be offered within seven (7) days of Notice to Proceed and will be made available at scheduled times throughout the duration of service such that CONTRACTOR can certify newly employed personnel. Personnel shall also be required to complete a renewal training course semi-annually thereafter. Personnel performing the work shall be documented in the inspection documentation specified in Part 1.5. If CONTRACTOR is found to be out of compliance with personnel qualifications at any time during performing the work as determined solely by City, CONTRACTOR shall forfeit payment for the GSI site maintenance performed in its entirety for the month.

1.3 DEFINITIONS

- A. Service: Service is described as replenishing materials that are deteriorated, lost to erosion, removed or damaged through exposure to elements, or resulting from use, to achieve and sustain Service Levels of Performance defined in Part 1.4.
- B. Maintenance: Maintenance is described as Work that is appropriate and necessary to achieve and sustain Service Levels of Performance defined in Part 1.4.
- C. Green Stormwater Infrastructure (GSI): facilities that are designed and constructed with the purpose of stormwater management. GSI augments traditional catch basin and pipe systems by collecting and infiltrating rainfall and may include but is not limited to rain gardens, bioretention, infiltration trenches, permeable pavement systems, extended detention wetlands, extended wet detention basins, extended dry detention basins, subsurface storage, green roofs, blue roofs, cisterns, pretreatment, and other manufactured systems.
- D. Green Stormwater Infrastructure Practice (GSI Practice): a singular GSI footprint that collects and stores stormwater within it.
- E. Green Stormwater Infrastructure Site (GSI Site): a larger location or project boundary that may consist of one or more GSI Practices.
- F. Green Stormwater Infrastructure Component (GSI Component): individual elements of a GSI practice that facilitate the stormwater management function and performance. GSI component functions may include but are not limited to the collection of stormwater and the

movement of it into, through, or out of the practice; media or storage chambers that provide stormwater storage capacity; vegetation that enhances the performance of the facility; and components that protect the integrity of the practice and/or other components within it through energy dissipation, pollutant removal, physical barriers, or stabilization.

- G. Green Stormwater Infrastructure Manual (GSI Manual): defined as the latest version of the City of Kansas City Green Stormwater Infrastructure Manual available on the KC Water Green Infrastructure website.
- H. Weeds: any plant that was not installed as part of the project. If plants are found that were not originally installed but are identified as beneficial plants, consult CITY for direction prior to removal.

1.4 SERVICE LEVEL OF PERFORMANCE STANDARDS

- A. CONTRACTOR is responsible for Service and Maintenance of each GSI practice within the authorized GSI sites. It is the CONTRACTOR’s responsibility to define the appropriate quantity of service and maintenance activities and frequencies of those activities necessary for each GSI site to meet the standards for Service Levels of Performance shown in Table 1:

Table 1: Service Levels of Performance Standards

Appearance	Weeds, Pests, Disease	Mulch, Erosion	Drainage
<ul style="list-style-type: none"> ▪ Vegetation healthy with tidy appearance ▪ Vegetation watered during dry periods over two (2) weeks in length throughout growing season (April 1-October 31) ▪ Vegetation confined to planted areas ▪ Clean, distinct planting bed edges ▪ Litter/trash removed ▪ Fallen/blown foliage removed (leaves, nuts, sticks, lawn clippings, fallen branches) ▪ Little to no sediment or silt on surface 	<ul style="list-style-type: none"> ▪ Weeds are not acceptable, every effort shall be made to control and eliminate all weeds ▪ Pests or diseases that threaten vegetation shall be removed with gentlest method possible. If problem is limited to less than 5% of plants, discuss with CITY removal infected plants and replace with different species ▪ Mosquito larvae removed 	<ul style="list-style-type: none"> ▪ Where mulch is specified, mulch is evenly distributed, two (2) inches to four (4) inches deep ▪ No evidence of erosion ▪ Little to no sediment or silt on mulch surface ▪ Erosion rills shall be filled with in-kind soil and/or aggregate material unless otherwise specified by CITY 	<ul style="list-style-type: none"> ▪ Zero ponding depth observed 48 hours following a rain event ▪ Clear, open flow paths for water (inlet, outlet, overflow)

- B. Rating Indices: Service Levels of Performance Standards will be verified using Rating Indices for Litter, Appearance, and Function, as defined in the GSI Manual and attached hereto as Attachment A.2. Rating index for any GSI practice within the defined site shall not exceed a two (2) rating.
- C. Failure to Maintain Service Levels of Performance: CITY shall conduct regular field inspections of each GSI site in its entirety to verify continued maintenance of Service Levels of Performance Standards. Each practice shall be rated using the defined Rating Indices. If at any time a GSI practice within the GSI site receives a rating greater than two (2), the CONTRACTOR shall be notified of the deficiency in writing via email. CONTRACTOR shall have five (5) business days from email date to correct the deficiency, documenting the correcting using methods described in Part 1.5. If the deficiency has not been corrected within this timeframe to the satisfaction of City, CONTRACTOR shall forfeit all payment associated with the deficient activities for the GSI site in its entirety for the month unless an alternative timeframe is authorized by CITY. If no maintenance to address the deficient activities was performed or documented in the month, payment equal to the amount of these activities defined in form 01290.02 Schedule of Values will be forfeited from the Application for Payment for that month.

1.5 RECORDKEEPING AND REPORTING

- A. Inspection documentation: CONTRACTOR shall record service and maintenance activities monthly using the KC Water Green Infrastructure Work Tracking application through Environmental Systems Research Institute (ESRI) ArcGIS Online Platform. CONTRACTOR is responsible for procuring and maintaining ArcGIS Online subscription necessary for conducting field inspections. Documentation includes an inspection of the rating index for litter, appearance, and function upon arrival at each site and again upon completion of work. Rating indices are defined in the GSI Manual Establishment and Maintenance Section shown in Attachment A.2.
- B. Photographs: CONTRACTOR shall record digital photographs using the KC Water Green Infrastructure Work Tracking Survey123 application. At a minimum, one (1) inspection and photograph shall be recorded for each GSI Practice before maintenance work is performed that month. CONTRACT shall record digital photographs after completion of service and maintenance activities at each site within 24 hours of service and maintenance activities being performed.

- C. Service or Maintenance outside scope of services: CONTRACTOR shall contact CITY immediately when Service or Maintenance is needed that falls outside base contracted scope of services.

1.6 PAYMENT

- A. Monthly Application for Payment: CONTRACTOR shall submit a request for monthly payment which shall represent approximately 30 days of Work completed in the previous month. Each Application for Payment shall include form 01290.02 Schedule of Values, itemized by each GSI site and maintenance activity performed. The Schedule of Values must indicate the task completed and cumulative number of each respective task completed to date. Each Application for Payment shall include inspection documentation for completed services as defined in Part 1.4.
- B. Allowance: all work outside the Basic Scope of Services requested and approved by the CITY shall be paid as part of the allowance. CONTRACTOR's maximum upper limit for compensation includes a total allowance amount of \$50,000 not yet authorized by CITY that may be required throughout the course of the work. This allowance amount shall not be utilized unless specifically authorized as defined in Section 1.7. Additional work shall not be performed, nor is the CONTRACTOR approved to utilize any of the allowance amount, unless the Owner provides written authorization to CONTRACTOR that includes the scope of work to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
- C. Failure to Maintain Service Levels of Performance: CITY shall conduct regular field inspections of each GSI site in its entirety to verify continued maintenance of Service Levels of Performance Standards. Each practice shall be rated using the defined Rating Indices. If at any time a GSI practice receives a rating greater than two (2), the CONTRACTOR shall be notified of the deficiency in writing via email. CONTRACTOR shall have five (5) business days from email notice of deficiency to correct the deficiency, documenting the correction using methods described in Part 1.4. If the deficiency has not been corrected within this timeframe, CONTRACTOR shall forfeit all payment associated with the deficient activities for the GSI site in its entirety for the month unless an alternative timeframe is authorized by CITY. If no maintenance to address the deficient activities was performed or documented in the month, payment equal to the amount of these activities defined in form 01290.02 Schedule of Values will be forfeited from the Application for Payment for that month.

1.7 AUTHORIZATION OF WORK

- A. Work Orders for GSI Site: Work Orders shall be issued for each GSI Site assigned to the CONTRACTOR. Billing for GSI Site Work Orders shall be for maintenance activities complete each month based on the pricing defined Contractor's Schedule of Values in form 01290.02. Work shall begin upon written authorization from the CITY and shall be ongoing for the Period of Performance defined in this Scope of Work.
- B. Work Orders for Additional Services: On occasion a GSI Site may require additional services outside of regular Maintenance defined in this scope of work for unforeseen repair or replacement needs. Additional Work Orders issued for work outside of this Basic Scope of Work will be billed at the hourly rate submitted with Section 00413 Allowance Form and paid for by Allowance. Material costs for out-of-scope work will be passed on to the CITY and shall be included in the Application for Payment. If CONTRACTOR determines the Maintenance work will exceed \$5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work shall not begin until written authorization is given by the CITY. Proposals shall include but not be limited to the following information:
 - 1. Contract Number
 - 2. Unit prices for each line item including labor, material, equipment, and delivery charges based on the Section 01290.02 Schedule of Values.
 - 3. Proposed number of Calendar Days required to complete the additional work in an expeditious manner.
 - 4. Samples, product information, and manufacturer's warranty information, as applicable.
- C. Contractor's written proposal, if required, will service as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair costs.

1.8 CONTRACTOR RESPONSIBILITIES

- A. Prepare binding project specifications/cost estimate for each Work Order requested by the CITY, at no additional cost to CITY.
- B. Provide labor and equipment within seven (7) days of notification to proceed unless alternative time is authorized by the CITY.
- C. Supply all personnel, equipment, supplies, and services to complete the authorized Work Orders in a timely manner.
- D. Exercise best professional judgement in performing the contracted services.
CONTRACTOR shall be liable for any loss or damages incurred by the CITY resulting from

failure to meet standards or improper maintenance techniques. CONTRACTOR will be responsible for damage caused by his employees, contingent workers, and subcontractors to surrounding property grounds, vegetation, and equipment. Extreme care shall be taken not to damage plants and other items during performance of Work.

- E. CONTRACTOR shall supervise, inspect and direct the work competently and effectively, devoting such attention thereto and applying such skills and expertise as are necessary to perform the work in accordance with the Contract documents.
1. CONTRACTOR is responsible for having at least one (1) personnel onsite at all times during performance of Work that has an active certified status of KC Water's Green Stormwater Infrastructure Maintenance Training (GSI Maintenance Training) course as defined in Part 1.2.
 - a. CONTRACTOR shall assign a field superintendent responsible for the work meeting the qualifications defined in Part 1.2.
 - b. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR at all times.
 - c. All communication given to or received from trained personnel shall be binding on CONTRACTOR. If it is determined to be in the best interest of the Work as determined solely by CITY, CONTRACTOR shall replace the project manager, field superintendent or any other employee of CONTRACTOR, Subcontractor, Suppliers or other persons or organizations performing or finishing any of the Work on the project upon written request by the CITY.
 2. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of maintenance activities.
 3. CONTRACTOR shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other persons performing or finishing any of the Work under a direct or indirect contract with the CONTRACTOR.
 4. CONTRACTOR shall be responsible to see that the completed Work fully complies with the Contract documents.
- F. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
- G. CONTRACTOR shall comply with all work place safety regulations of local, state and federal agencies that are applicable to any work performed under this contract. CONTRACTOR shall also comply with any specific safety requirements of the CITY.

PART 2 – EXECUTION

2.1 OPERATION & MAINTENANCE MANUALS

For each GSI site, CONTRACTOR shall request and obtain a copy of the project Operations & Maintenance Manual from the CITY, if available. The CONTRACTOR shall be familiar with its contents. Questions about information in the manual should be brought to the CITY immediately.

2.2 MATERIALS

Material replacement shall conform to the Green Stormwater Infrastructure Specifications defined in Appendix C of the GSI Manual. Material shall be replaced in kind unless otherwise directed or approved by CITY. CONTRACTOR shall select from the suggested suppliers provided below or submit an equivalent alternative supplier for CITY's review and approval.

Suggested Suppliers:

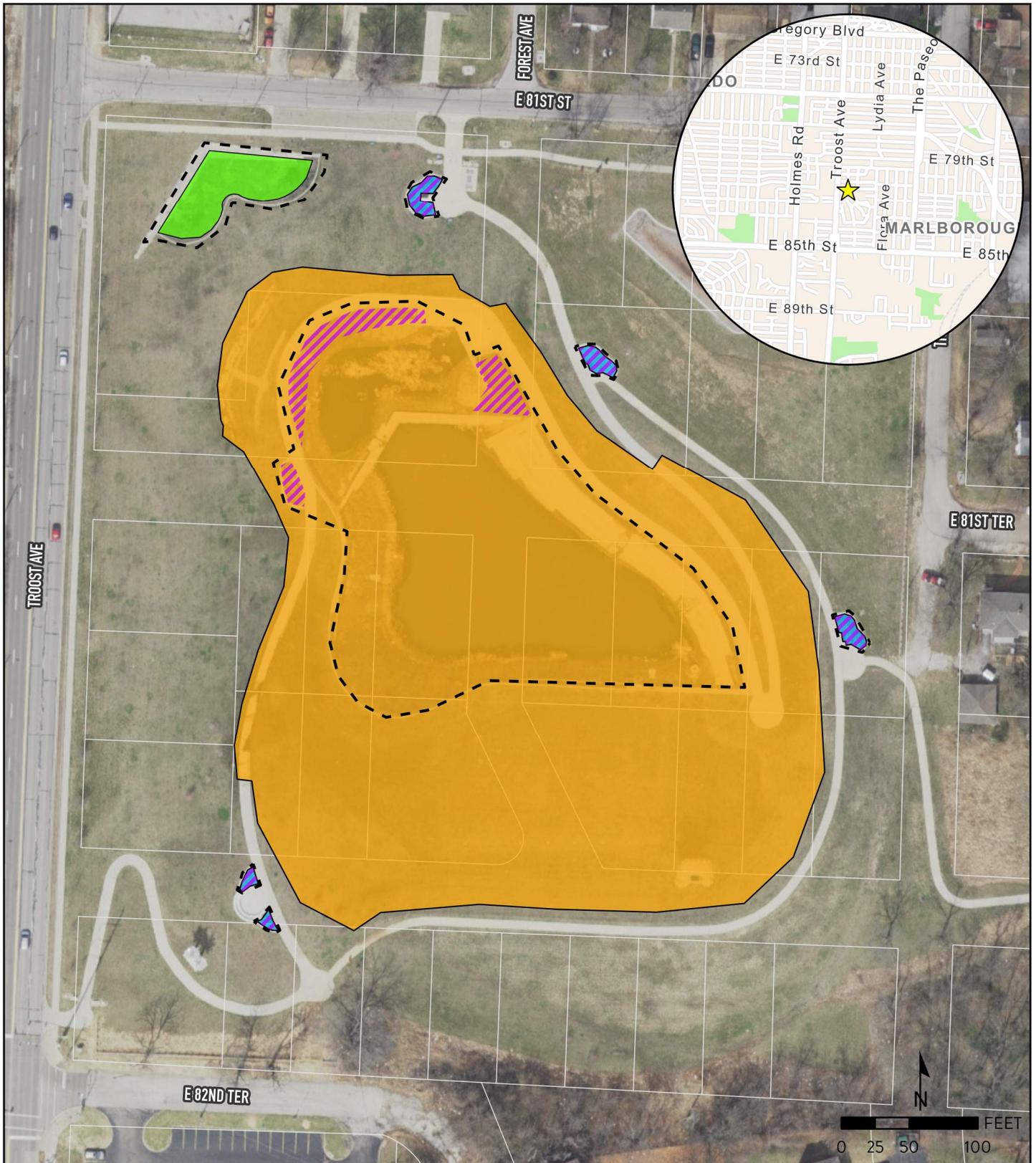
- A. Rock: Sturgis Materials, House of Rock, KAT Nurseries
- B. Mulch and Soil: Missouri Organic, KC Compost, KAT Nurseries
- C. Plant Materials: KAT Nurseries, Taylor Creek Restoration Nurseries, Loma Vista Nursery

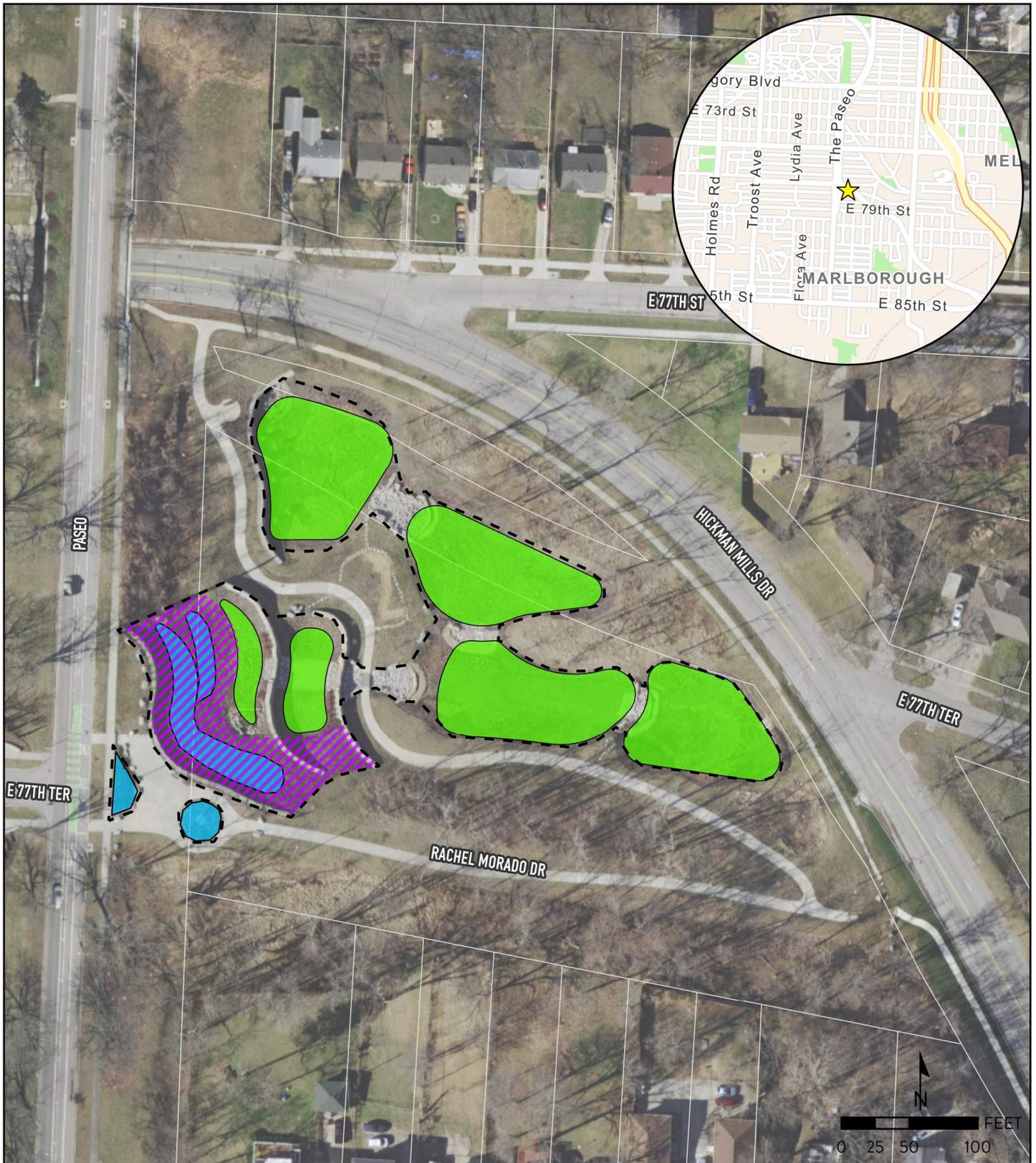
2.3 MAINTENANCE ACTIVITIES

Specific maintenance activities required to meet the Service Levels of Performance Standards shall be defined by the CONTRACTOR. Maintenance activities and needs will vary by GSI practice and the individual GSI components that comprise it on a seasonal basis. Regular Maintenance activities may include but not be limited to the tasks shown in Table 2, as defined further in the Establishment & Maintenance section of the GSI Manual, included in Attachment A.2:

Table 2: Typical Inspection & Maintenance Tasks by GSI Component

GSI-1: Inlets	Inspect for standing water, sediment, debris, trash, blockages, and structural integrity
	Remove sediment, debris, trash, blockages
	Notify CITY of structural damage observed, including photos
GSI-2: Energy Dissipation & Pollutant Removal	Inspect integrity and record debris depth
	Remove sediment, debris, and trash
	Repair erosion or other damage
GSI-3: Above Grade Barriers	Inspect structural integrity
	Repair erosion
	Notify CITY of structural damage observed, including photos
GSI-5: Soil & Aggregate Media	Inspect 48-hours after 3-inches of rainfall in 24 hour period and record standing water depth
	Inspect during or immediately following rain event for trash, debris, flow blockages, erosion paths, and sediment sources
	Remove sediment, debris, and trash
	Replace settled or excavated materials, repair erosion/damage
GSI-7: Landscaping	Inspect for vegetation health, bare spots, weeds, overgrowth, unkept edges, and mulch coverage
	Apply pre-emergent herbicide
	Remove weeds
	Manage disease and pests
	Remove algae and other aquatic weeds
	Maintain clean landscape edges, prune plants
	Mow perimeter turf grass areas only
	Water vegetated areas during dry periods over two (2) weeks in length throughout growing season (April 1-October 31)
	Remove dead plants and notify CITY of plant replacement needs
Refresh mulch (if applicable to GSI practice)	
GSI-9: Outlets	Inspect for sediment, trash, debris, blockages, structural integrity, and outlet control mechanism
	Clear flow paths and remove sediment, trash, debris, and blockages
	Notify CITY of structural damage observed, including photos





**TARGET GREEN
MARLBOROUGH
RACHEL MORADO**

LEGEND

-  GSI Maintenance Extent
-  Mulch Area
-  Bioretention
-  Traditional Landscape Bed

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





WATER SERVICES ADMIN BUILDING/ SWOPE CAMPUS

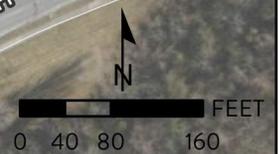
Note: No Mulching included.

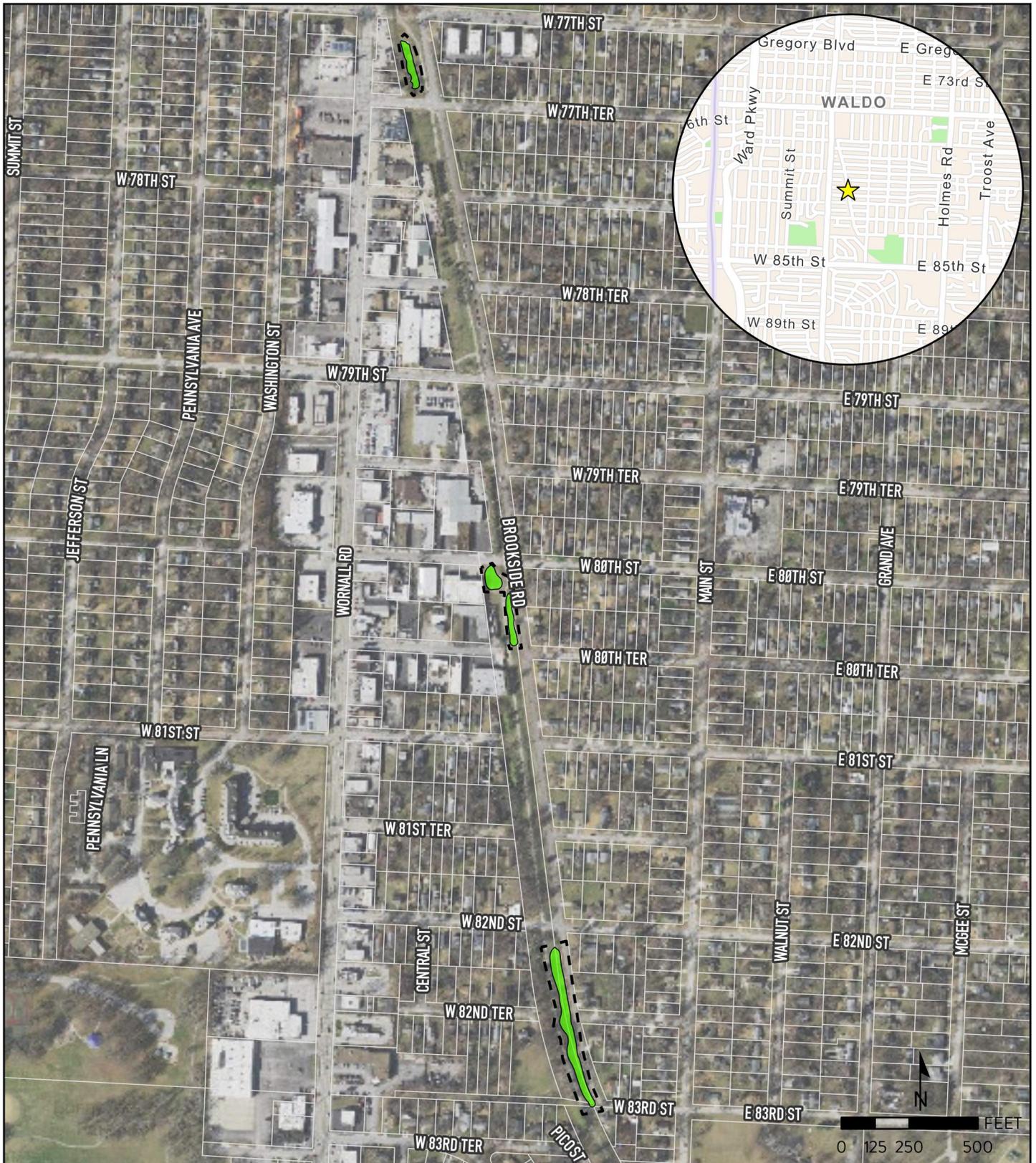
LEGEND

- GSI Maintenance Extent
- Bioretention
- Non-Structural Native Vegetation Swale
- Rain Garden

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





OUTFALL 066/067

Note: No Mulching included.

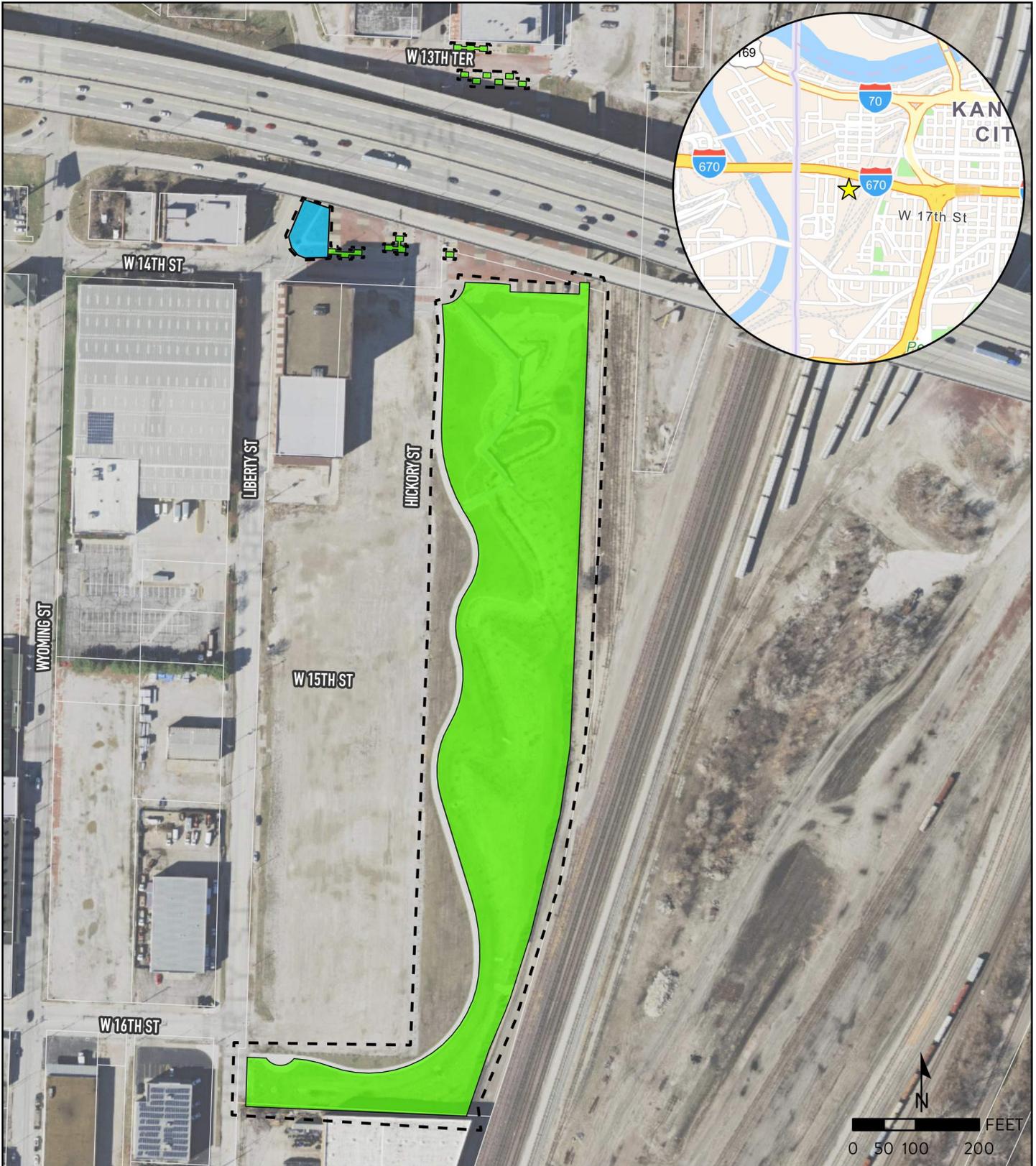
LEGEND

-  GSI Maintenance Extent
-  Bioretention

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets





CENTRAL INDUSTRIAL DISTRICT (CID) & WEST BOTTOMS 670

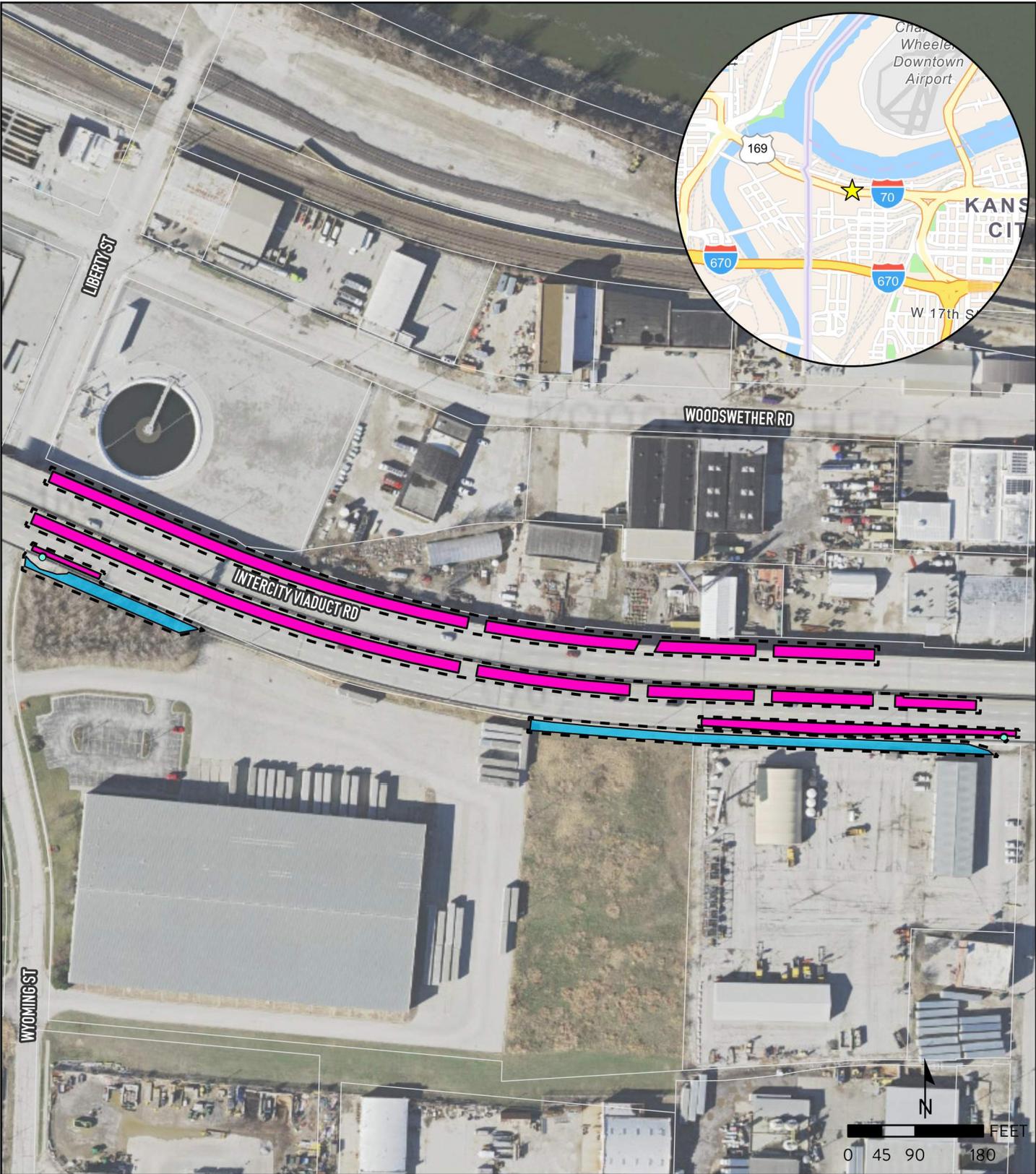
LEGEND

-  GSI Maintenance Extent
-  Bioretention
-  Traditional Landscape Bed

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets
- GSI-10 Storage Chambers





CENTRAL INDUSTRIAL DISTRICT (CID) & WEST BOTTOMS 170

LEGEND

-  GSI Maintenance Extent
-  Cistern
-  Traditional Landscape Bed
-  Infiltration Trench

GSI COMPONENTS

- GSI-1 Inlets
- GSI-2 Energy Dissipation & Pollutant Removal
- GSI-3 Above Grade Barriers
- GSI-5 Soil & Aggregate Media
- GSI-6 Media Liners
- GSI-7 Landscaping
- GSI-8 Piping
- GSI-9 Outlets
- GSI-10 Storage Chambers



ESTABLISHMENT & MAINTENANCE

Establishment & Maintenance Introduction

Tools in This Section

Service Levels of Performance Standards

Rating Indices

Maintenance Activity Guidance

Maintenance Tasks & Typical Frequencies

Troubleshooting Guidance

ESTABLISHMENT & MAINTENANCE INTRODUCTION

The purpose of the Green Stormwater Infrastructure Manual is to improve the overall success of green stormwater infrastructure in Kansas City, Missouri. Tracking maintenance activities performed through the life of each GSI Component provides a complete picture of the long-term effort required to sustain a site. This record may highlight components or designs that were faulty or failed to meet expectations, facilitating better designs in the future. A design approach based on data gathered by the field crews empowers the city to select options that require fewer maintenance manpower hours and avoid those that are prone to operating issues.

This section is intended to be used by contractors installing or establishing City projects with GSI Components, city crews that take over the maintenance of established GSI sites, or other groups that work with the city to provide maintenance services. Tools have been developed to streamline scheduling, standardize establishment inspection and maintenance tasks, and to track those tasks.



TOOLS IN THIS SECTION

Service Levels of Performance Standards provides the service level expectations to be met during the establishment and maintenance phases. Any frequencies recommended as part of this document are intended to assist in meeting the required service level, but do not take precedent over the service levels.

There are three maintenance rating indexes to be used during the inspection of green stormwater infrastructure. The **Litter Index** was developed by “Keep America Beautiful” and provides a tool to rate litter density. The **Appearance Index** and the **Function Index**, as published in the Seattle “Green Stormwater O&M Manual” (2009), help guide inspection using pictures to describe conditions ranging from poor to excellent. These indexes should be used to document the litter and appearance of the GSI feature before each regularly scheduled field visit begins. Each site should achieve a level one rating (no litter/excellent appearance) by completing maintenance tasks per GSI Component.

Maintenance Guidance is provided for regular tasks per design component. Pictures show various GSI features and describe the tasks that should be completed for each. Each task is accompanied by a task code and title that correlates to the tasks provided in the Site Activity Plan **Maintenance Schedule Forms** included in Appendix B. These forms are intended to be used by design professionals and contractors for scheduling and reporting maintenance efforts. The forms are also accompanied by instructions to guide both contractors and designers on how to use the forms. Some projects may use computerized maintenance management systems (CMMS) in lieu of forms, but similar content is recommended for computerized forms.

The **Maintenance Tasks and Typical Frequencies** section summarizes the list of individual GSI Component maintenance tasks provided in the Maintenance Guidance section, and provides typical frequencies for each task. The frequencies are intended to be used as references only, and may need to be adjusted based on site-specific needs to meet the required Service Levels of Performance.

Troubleshooting Guidance provides considerations for situations that may be encountered at GSI features that are not functioning properly. These go above and beyond standard routine maintenance tasks. Potential causes of these larger-scale issues are discussed and solutions are suggested.



SERVICE LEVELS OF PERFORMANCE STANDARDS

Within this table are listed the performance standards that should be met during the establishment period. In several of the other tools in this document, tasks and frequencies have been provided to aid in performing all the necessary maintenance activities. However, they are solely meant to provide a guide and do not replace the performance standards or absolve the contractor from meeting them.

For additional information regarding the contractor responsibilities related to the Establishment period, review the KCMO GSI Specifications, in particular Specification O2957 Green Stormwater Infrastructure Establishment Period.

Service Levels of Performance Standards

Appearance	Weeds, Pests, Disease	Mulch, Erosion	Drainage
<ul style="list-style-type: none"> • Vegetation healthy with tidy appearance • Vegetation watered during dry periods over two (2) weeks in length • Vegetation confined to planted areas • Clean, distinct planting bed edges • Litter/trash removed • Fallen/blown foliage removed (leaves, nuts, sticks, lawn clippings, fallen branches) • Little to no sediment or silt on surface • No cracking, settling, or damage to of GSI Components 	<ul style="list-style-type: none"> • Weeds are not acceptable, every effort should be made to control and eliminate all weeds • Pests or diseases that threaten vegetation should be removed with gentlest method possible. If problem is limited to less than 5% of plants, remove infected plants and replace with different species • Mosquito larvae removed 	<ul style="list-style-type: none"> • Mulch evenly distributed, two (2) inches to four (4) inches deep • No evidence of erosion • Little to no sediment or silt on mulch surface • Finished grade location and elevation tolerances shall not exceed the following: <ul style="list-style-type: none"> • -Horizontal = 0.1 feet • -Vertical = 0.1 feet 	<ul style="list-style-type: none"> • Zero ponding depth observed 48 hours following a rain event • Clear, open flow paths for water (inlet, outlet, overflow)

RATING INDICES

LITTER INDEX

(Rating developed by "Keep America Beautiful")



1: No Litter

- Virtually no litter
- Generally neat and tidy



2: Slightly Littered

- Small amount of litter
- It may take a few people a little bit of time to pick up the litter



3: Littered

- It may take a group of people some time to pick up the litter
- Considerable effort to clean



4: Extremely Littered

- Continuous amount of litter
- It may take a group a lot of time and equipment to pick up the litter

RATING INDICES (CONTINUED)

APPEARANCE INDEX

(From Seattle "Green Stormwater O&M Manual", 2009)



1: Excellent

- Healthy vegetation, excellent appearance
- No weedy species present



2: Good

- Mostly healthy vegetation, good appearance
- Occasional weed species (5-10%)



3: Moderate

- Mostly healthy vegetation, neglected appearance
- Lots of weedy species (10-20%)



4: Poor Effort

- Unhealthy vegetation, neglected appearance
- Weedy species predominate (more than 20%)

RATING INDICES (CONTINUED)

FUNCTION INDEX

(From Seattle "Green Stormwater O&M Manual", 2009)



1: Excellent

- No erosion or bare spots, sediment, or flow obstructions



2: Good

- Some erosion and bare spots (0-5%)
- Some sediment and some flow obstructions



3: Moderate

- Erosion and bare spots (5-10%)
- Significant build-up of sediment, some flow obstructions



4: Poor Effort

- Substantial erosion and bare spots (more than 10%)
- Significant build-up of sediment, significant flow obstructions

MAINTENANCE ACTIVITY GUIDANCE

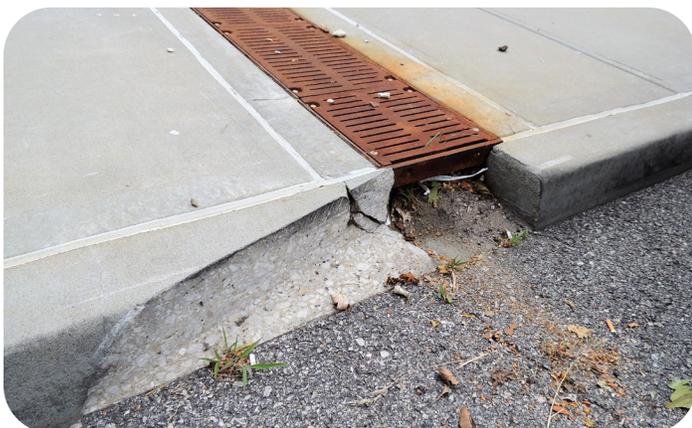
GSI-1: INLETS

Inspect for standing water, sediment, debris, trash, blockages, and structural integrity

If there is standing water, note it on the inspection form. Report any observation of mosquito larvae to Owner's attention within 24 hours of observation. Immediately install mosquito Bti (*Bacillus thuringiensis*) mosquito dunk in location of observed larvae following manufacturer's recommended application rate and instructions. Larger chemical dunks may be allowable for sites with bigger sumps not within public's reach, but must be approved by the owner prior to application.



Inspect structural conditions of inlet. Check for loose or damaged inlets, grates or screens. Check for damaged or broken curbing or concrete structures. Report any observed damage to the Owner.



Remove sediment, debris, trash, and blockages

Remove all sediment and debris, including fallen or blown foliage and other trash, accumulated in inlet structures.



Remove any blockages within the structure. Clean or replace filter bag/basket, as necessary. Follow manufacturer's maintenance instructions, as applicable.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-1: INLETS

Remove sediment, debris, trash, and blockages (continued)

Stiff broom inlet structure and twenty feet of curb/gutter upstream of inlet structures, if applicable. Ensure open flow paths to and through the structure.

Remove sediment accumulation along perimeter of GSI if sediment is blocking water from entering. Check for erosion along perimeter and immediately upstream of component.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-2: ENERGY DISSIPATION & POLLUTANT REMOVAL

Inspect integrity and record debris depth

Perform visual inspection on pretreatment devices to verify functionality. Quantify trash and measure accumulated sediment with ruler or dipstick.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-2: ENERGY DISSIPATION & POLLUTANT REMOVAL

Remove sediment, debris and trash

Remove all sediment and debris, including fallen or blown foliage and other trash, from pretreatment structures. Remove any blockages within the structure. Completely remove accumulated sediment and debris. Follow manufacturer's maintenance instructions, as applicable. If necessary, jet vacuum the pretreatment chambers within a week of observed blockages to prevent stormwater from bypassing around the GSI.



Repair erosion and other damage

Verify the integrity of cascading weirs or berms. Repair erosion near weirs/berms, when applicable.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-3: ABOVE GRADE BARRIERS

Inspect structural integrity

Inspect conditions of surrounding above grade barriers and/or reflective devices. Check for loose or damaged base or stand for bollards/fencing. Check for damaged or broken curbing. Report any observed damage to the Owner.



Repair structural, erosion, or other damage

Repair, replace or tighten any necessary pieces. Inspect for and repair any erosion or undermining of or around above grade barrier by replacing displaced media in like kind.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-4: PERMEABLE PAVEMENTS

Inspect for sediment, trash, debris, blockages, clogging, and check condition

Inspect entire surface area for standing water. Check infiltration by pouring water on surface to verify water readily soaks away and note locations where ponding occurs. If pavement is clogged, follow manufacturer instructions for unclogging the surface. Inspect pavement condition. Note and report any observed cracking, spalling, and noticeable surface wear.



Remove surface sediment, debris and trash

Remove trash and litter from all pavement surfaces. Report observations of dumped large items such as furniture, tires, bags of trash, etc. to Owner immediately. Provide street address where dumping was observed.



Remove weeds

Remove weeds. For permeable pavers, use a weed torch or approved herbicide; avoid hand pulling weeds so that subsurface gravel is not displaced.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-4: PERMEABLE PAVEMENTS

Remove stains and other markings

Use stain removal agents to remove caked-on dirt or other surface markings.



Deep clean with vacuum and pressure wash combination

Use a pressure wash and continuous suction vacuum combination to wash and remove heavy sediment loads from pavement joints.



Vacuum with walk-behind unit

Vacuum surface to remove accumulated sediment that has migrated onto and into pavement. Follow manufacturer instructions for pavement with jointing material, so as not to permanently displace the material. If joints are designed to be open, verify that joints are not filled with debris or sediment; remove debris if it is found.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-4: PERMEABLE PAVEMENTS

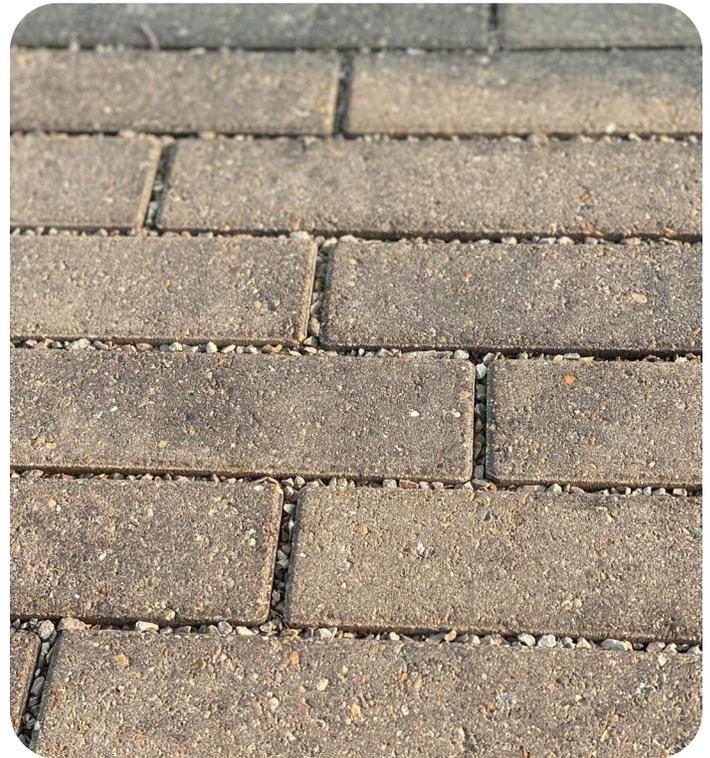
Repair damage

Remove and replace any pavers that have broken or cracked; lift and regrade base for any pavers that have sunk. Remove any pavement that has excessive spalling; replace with new porous pavement, if possible, or replace with conventional pavement, with approval from the Owner.



Dress paver joints with aggregate

If joints are designed to be dressed, dress all joints with original jointing material where the joint filler has washed away or settled to ½-inch or more from surface. Ensure jointing material is free from fines.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-5: SOIL & AGGREGATE MEDIA

Inspect 48-hours after 3-inches of rainfall in 24 hour period and record standing water depth

Complete a review of the project area after cumulative rainfall of 3 inches or more in 24 hours per the nearest USGS or City rain gauge. Revisit in another 24 hours, if no additional rainfall occurs, to inspect that the water has drained. If the GSI did not drain, report to Owner. Owner will provide direction on maintenance activities to restore its performance. During every site visit, observe and record the depth in inches of any standing water, if present, on the inspection log.



Inspect during or immediately following rain event for trash, debris, flow blockages, erosion paths, and sedimentation sources

Check for erosion gullies to see if water is entering GSI in undesirable area. Replace displaced material in like kind. Report recurring gullies to the Owner.



Remove sediment, debris, and trash

Remove buildup of sediment, trash, and litter from landscaped areas. Report observations of dumped large items such as furniture, tires, bags of trash, etc. to Owner. Provide street address where dumping was observed.



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MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-5: SOIL & AGGREGATE MEDIA

Replace settled or excavated materials, repair erosion/damage

Inspect for signs of soil or gravel settlement. Replace and stabilize surface material as needed to bring to original grade. Report any observation of animal burrows larger than 1-inch to Owner.

Fill small gullies with mulch or surface material. If erosion occurs in the same place more than one time, contact Owner. Fill larger gullies with decorative rock, appropriately sized for the permissible shear stress of stormwater entering the GSI, as directed by the Owner (see Green Stormwater Infrastructure Manual GSI-2.1). Check for mulch or soil slumping. Rake back into place.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GS1-7: LANDSCAPING

Inspect for vegetation health, bare spots, weeds, overgrowth, unkept edges, and mulch coverage

Inspect for overall health and appearance of vegetation. Vegetation should have a tidy appearance with clean distinct planting edges. Identify weeds and undesirable vegetation. Identify any bare spots requiring mulch or vegetation replacement for follow-up maintenance tasks.

Apply pre-emergent herbicide

Rake leaves and litter from GSI surface before applying pre-emergent herbicide. Apply pre-emergent herbicide granules as product instructions indicate. Avoid use of herbicide if GSI discharges to separate sewer system, or directly to streams.

Remove weeds

Maintain GSI Components so they are free of weeds at all times. Weeds are defined as plants that were not installed as part of the project. If plants are found that were not originally installed but are identified as beneficial plants, consult Owner for direction prior to removal. Identify weed species to determine the appropriate Integrated Vegetative Management techniques. Hand-pull all annual and biennial weed species, unless alternative methods have been previously approved. For perennial weed species use the mildest effective measures to remove the weed and prevent its return. Any person applying pesticides for weed management must be Missouri-State Certified Pesticide Applicators. Blue marker dye is recommended in all liquid pesticides before use. Pesticides shall not be applied within 24 hours of a forecasted rain event, and shall be applied per product label.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-7: LANDSCAPING

Manage disease and pests

Follow Integrated Pest Management principles to manage diseases and pests that could threaten plant or human health as well as to manage weeds. Review Integrated Pest Management information available from the University of Missouri Extension.

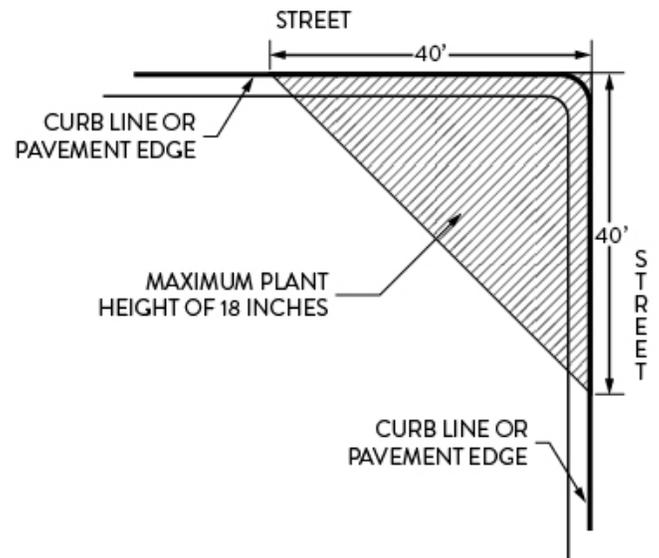


Manage landscape edges, prune plants

Landscape edging (metal landscape edge, concrete edge, cultivated edge, etc.) should be clean, distinct, and visible. If plants are covering edges, streets, or surrounding pavement, properly prune or reposition the plants to uncover those surfaces. If edging material has sunken, raise it up to original grade.



Trim plants at intersections within 40 feet of the street corner so they do not exceed 18 inches in height from the top of curb or pavement elevation. This does not apply to intersections where residential driveways and streets meet unless a specific request is received from resident.



Remove algae and other aquatic weeds

Identify the type of algae or aquatic weed present. The materials employed will be registered for aquatic usage with the Environmental Protection Agency and the State of Missouri. Treatments should be applied in compliance with product/matrix manufacturer guidelines.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-7: LANDSCAPING

Manage landscape edges, prune plants (continued)

Prune plantings as needed in a manner appropriate to species type and to encourage compact growth habit. Maintain vegetation so that it is confined to intentionally planted areas. Conduct cosmetic pruning as needed for dead or broken stems and branches.



In early spring (February and early March), cut back perennials and grasses to 1-inch height and remove all cuttings from site. This is supplemental to ongoing pruning. DO NOT cut back shrubs to 1-inch height.



Mow perimeter

Mow or neatly string-line trim to a height of 2 inches, a 3-foot buffer around GSI perimeters and lawn areas contained within the GSI. Broom or blow resulting grass clippings into the mowed grass area(s). Do not leave clippings on paved, gravel, or mulched surfaces. Do NOT mow non-lawn vegetation within the GSI footprint. Immediately contact Owner and request written clarification if mowing extents are unclear.



Mow turf grass areas

Mow turf grass areas as needed. If turf grass is within the GSI infiltrating surface, mow or neatly string trim to height of 3 to 5 inches. Broom or blow grass clippings into the grass areas outside of the GSI infiltrating surface. Do not leave clippings on paved, gravel, or mulched surfaces.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-7: LANDSCAPING

Water vegetated areas

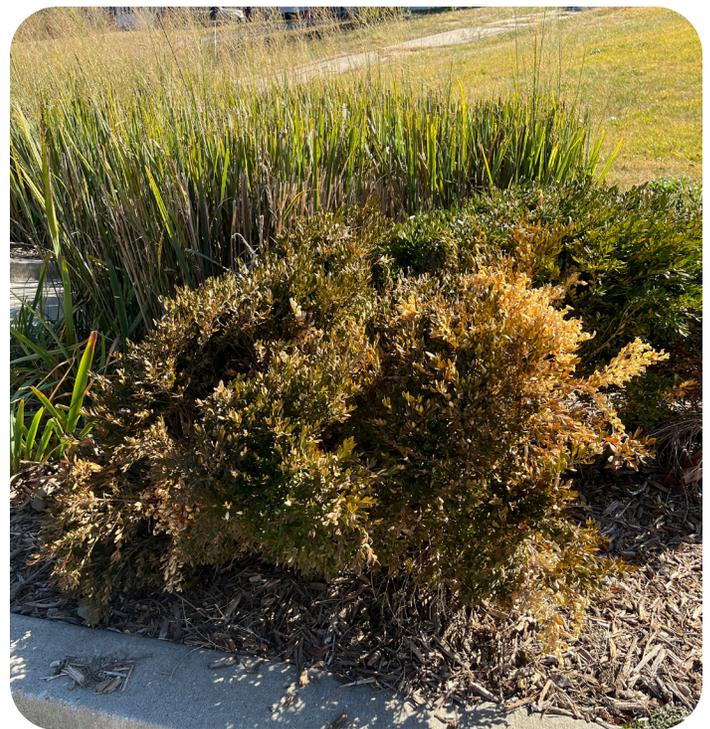
Water newly installed plants weekly until the first freeze of the planting season occurs. The replacement plants need to be watered every other day for the first two weeks after planting. After that, they should be watered on a weekly basis. Water vegetated areas to completely saturate soil to a depth of 4 inches until the end of the growing season (after the first frost).

If no rain falls for two consecutive weeks anytime between April 1st to November 30th, water vegetated areas to completely saturate soil to a depth of 4 inches. Water vegetated areas to completely saturate soil to the 4-inch depth every two weeks until rainfall resumes.



Remove dead plants

If any tree, plant, shrub, seed or sod is more than 75% dead, photograph vegetation in place and immediately remove. Record the dead plants on the inspection log.



Install new plants

Contact Owner before installing replacement plants; replace removed dead plants as recommended by the Owner. Replacement plant should be planted either in April or September, to minimize heat stress to plants.

Refresh mulch

Refresh mulch as needed to maintain a 3-inch depth of mulch. Rake mulch if it has washed around. Sweep mulch from tops and sides of grates. If netting is present, remove or bury any loose ends that could create a tripping hazard. Cover with mulch or turn down and staple with sod anchor.

MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-8: PIPING

Inspect for standing water, structural integrity, secure access points, record debris depth

Check cleanouts for visible standing water or blockages in subsurface piping to confirm piping is functioning properly.



Inspect structural condition of pipe components. Check for damaged or broken pipes, pipe connections, or other underground features. Report any observed damage to the Owner.

Verify that access points to underground features are present and secured in their proper place. If guards, covers or lids are missing, notify Owner.



Visually inspect the underground features and measure and record the accumulated sediment and debris.



MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-8: PIPING

Remove sediment, debris, trash, blockages

Access the underground features at all clean-out access points and remove all accumulated sediments in all underground features. If necessary, clean and flush piping to remove debris.



Remove and dispose of any blockages obstructing flow. If necessary, remove outlet control mechanism to remove blockages. Follow manufacturer's maintenance instructions, as applicable.

Repair damage

Repair damage or replace piping/appurtenances, as needed.

MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-9: OUTLETS

Inspect for sediment, trash, debris, blockages, structural integrity, and outlet control mechanism

Empty sediment and debris from outlet structures. Follow manufacturer's maintenance instructions, as applicable. Schedule for vacuum truck to remove accumulated sediment and debris from the sump of outlet structures.



Inspect conditions of outlets. Check for loose or damaged outlets, outlet pipes, grates or screens. Check for damaged or broken curbing or concrete structures. Report any observed damage to the Owner.



Inspect, clean, and exercise outlet control mechanism to assure it is properly functioning and that stormwater can enter pipe/manhole freely. If necessary, remove outlet control mechanism and remove any blockage in the pipe. Follow manufacturer's maintenance instructions, as applicable.



Clear flow paths and remove sediment, trash, debris, and blockages

Verify open flow pathways for water to GSI outlet. Verify clear flow path from overflow to downstream drainage system.



Repair damage

Repair damage or replace damaged outlet structure or appurtenances, as needed.

MAINTENANCE ACTIVITY GUIDANCE (CONTINUED)

GSI-10: STORAGE CHAMBERS

Inspect for standing water, sediment, debris, trash, blockages, secure access points, structural integrity, outlet control mechanism, and record debris depth

If there is standing water within the storage chamber, record the observed depth in inches on the inspection form and whether the inspection took place within 48 hours of a rain event.

Visually inspect the underground features and measure and record the accumulated sediment and debris depth.

Inspect all access points and cleanouts for visibility and accessibility, verifying they are secured in their proper place. If covers or lids are missing, notify the Owner. Open access points to inspect the storage chamber.

Inspect structural conditions of storage chamber and appurtenances. Check for damaged or broken chambers, structures, or pipe connections. Report any observed damage to the Owner.

Inspect and exercise (if applicable) outlet control mechanism to verify it is properly functioning and that stormwater can exit the storage chambers as designed. Report any damage or malfunction to the Owner.

Remove sediment, debris, trash and blockages

Access the underground features at all access points and remove accumulated sediment, debris, trash and blockages. Follow manufacturer maintenance instructions as applicable. Follow OSHA regulations for confined space entry, if entering the storage chambers.

Deep clean with jet wash and vacuum combination

Use a combination jet wash and vacuum process to flush debris from storage chambers. Apply multiple passes of jet wash and vacuum until backflush water is clean. Vacuum access point and sumps as required to fully remove debris.

Repair damage

At the direction of the Owner, repair or replace damaged material identified.

MAINTENANCE TASKS & TYPICAL FREQUENCIES

The following table summarizes the individual GSI Component maintenance tasks discussed in detail in the previous sections. Frequency of maintenance is highly dependent on the individual site, surrounding area, and weather conditions. Maintenance frequencies may need to be adjusted to maintain the required service levels of performance and accommodate all external factors. The typical frequencies listed below are intended to be used as guidance only, and do not take precedence over the service levels of performance.

	Task	Typical Frequency
GSI-1: Inlets	Inspect for standing water, sediment, debris, trash, blockages, and structural integrity	Bi-Weekly
	Remove sediment, debris, trash, blockages	Bi-Weekly
	Repair damage	As Needed
GSI-2: Energy Dissipation & Pollutant Removal	Inspect integrity and record debris depth	Bi-Weekly
	Remove sediment, debris, and trash	Bi-Weekly
	Repair erosion or other damage	As Needed
GSI-3: Above Grade Barriers	Inspect structural integrity	Annually
	Repair structural, erosion or other damage	As Needed
GSI-4: Permeable Pavements	Inspect for sediment, trash, debris, blockages, clogging, and check condition	Quarterly
	Remove surface sediment, debris and trash	Monthly
	Remove weeds	Quarterly
	Remove stains and other markings	Quarterly
	Vacuum with walk-behind unit	Semi-annually
	Deep clean with vacuum and pressure wash combination	As Needed
	Repair damage	As Needed
	Dress paver joints with aggregate	As Needed

GSI-5: Soil & Aggregate Media	Task	Typical Frequency
	Inspect 48-hours after 3-inches of rainfall in 24 hour period and record standing water depth	Annually
	Inspect during or immediately following rain event for trash, debris, flow blockages, erosion paths, and sedimentation sources	Seasonally
	Remove sediment, debris, and trash	Bi-weekly
	Replace settled or excavated materials, repair erosion/damage	Quarterly

GSI-7: Landscaping	Task	Typical Frequency
	Inspect for vegetation health, bare spots, weeds, overgrowth, unkept edges, and mulch coverage	Weekly
	Apply pre-emergent herbicide	Quarterly
	Remove weeds	Monthly
	Manage disease and pests	Monthly
	Remove algae and other aquatic weeds	Annually
	Maintain clean landscape edges, prune plants	Weekly
	Mow perimeter	Weekly
	Mow turf grass areas	Weekly
	Water vegetated areas	As Needed
	Remove dead plants	Semi-annually
	Install new plants	As Needed
Refresh mulch	Semi-annually	

GSI-8: Piping	Task	Typical Frequency
	Inspect for standing water, structural integrity, secure access points, record debris depth	Bi-Weekly
	Remove sediment, debris, trash, blockages	Monthly
Repair damage	As Needed	

GSI-9: Outlets	Task	Typical Frequency
	Inspect for sediment, trash, debris, blockages, structural integrity, and outlet control mechanism	Bi-Weekly
	Clear flow paths and remove sediment, trash, debris, and blockages	Monthly
Repair damage	As Needed	

GSI-10: Storage Chambers	Task	Typical Frequency
	Inspect for standing water, sediment, debris, trash, blockages, secure access points, structural integrity, outlet control mechanism, and record debris depth	Monthly
	Remove sediment, debris, trash and blockages	Monthly
	Deep clean with jet wash and vacuum combination	Annually
Repair damage	As Needed	

TROUBLESHOOTING GUIDANCE

GSI design continues to evolve as lessons are learned from each project. We can use these “**lessons learned**” to evaluate GSI features that are not functioning properly and find potential solutions that go above and beyond standard preventative maintenance tasks. Potential causes of problems may extend into the upstream drainage area. This section is not meant to include all potential inspection observations; instead, the intent is to walk the user through the **troubleshooting process** as it could be applied to a GSI site. Through a thorough evaluation, next steps toward a solution can be identified.

Functional Issue: Water is not entering the GSI.

- **Observe and evaluate.** How is stormwater draining to the GSI facility? Compare desktop design data to actual field conditions during a rain event.
- **Check opening.** Sediment, leaf or other debris, and litter can block openings to the inlet or build up around the edge of the GSI, blocking flow.
- **Elevation of at-grade inlet.** At-grade inlets should be at an elevation at or above the downstream GSI to allow water to move into the facility unobstructed. For example: if sod is higher than ribbon curb or other inlet, it may be necessary to remove the sod, lower the grade and replace the sod. Additionally, if the inlet gutter or apron is higher than the adjacent pavement such that water is bypassing the inlet, the inlet and gutter apron may need to be lowered.

Functional Issue: Erosion in the GSI facility.

- **Observe and evaluate.** Are GSI Energy Dissipation components included at the facility? If so, are they located at points where stormwater is draining to the GSI facility? Compare desktop design data to actual field conditions during a rain event.
- **Observe and evaluate.** Is the GSI facility inline or offline? For inline GSI facilities all rainfall runoff is designed to infiltrate and/or flow through, with no bypass. For offline GSI facilities, rainfall runoff is diverted from the main drainageway, with excess runoff following the main drainageway and bypassing the GSI.
- **Check drainage ways.** Are there obstructions to the drainageway? Observe how water is entering GSI. The design may have assumed overland sheet flow would occur; is flow concentrating instead?
- **Observe vegetation density, health, and maturity.** Established vegetation helps hold soil in place. Are there missing or dead plants that should be replaced? Erosion control measures, such as an erosion control blanket, will help prevent erosion while new plants are established.

TROUBLESHOOTING GUIDANCE (CONTINUED)

Functional Issue: Standing water in the GSI facility for more than 48 hours.

- **Observe and evaluate.** How much did it rain over the previous three days? GSI facilities are typically designed to store stormwater runoff from between one and two inches of rainfall. If it has rained more than two inches, it may take more time for the runoff to infiltrate or discharge from the GSI system. Continue to inspect daily, and note the interval time between inspections and the ponding depth of water.
- **Check maturity of vegetation.** For the first growing season, lower the elevation of or open the outlet control structure to allow water to flow through the GSI facility rather than pond, allowing vegetation to establish. As vegetation matures, the facility can handle increased stormwater ponding.
- **Check outlet.** Sediment, leaf or other debris, and litter can block openings to the outlet.
- **Observe site conditions.** Accumulated sediment at the surface can prevent stormwater from draining. The growing media or permeable pavement can be clogged by sediment, leaves, grass clippings or other materials that may have accumulated. Identify the source of the sediment and/or debris by observing stormwater paths from the drainage area to the site, and surrounding property conditions.
- **Observe surrounding conditions.** Are there construction sites within the drainage area? The GSI should be protected from sediment loads due to construction activity. What is the condition of the pavement in the drainage area? As asphalt degrades, the fine particles can be carried by stormwater runoff.
- **Evaluate GSI pretreatment components and practices.** In some cases, the pretreatment devices may not be functioning properly. They may be clogged or stopped in such a way that is allowing water to flow past into the feature.

Functional Issue: Vegetation in poor health or dead.

- **Check maturity of vegetation.** For the first growing season, lower the elevation or open the outlet control structure to allow water to flow through the GSI facility rather than pond, allowing conditions for the vegetation to establish. As vegetation matures, the facility will handle increased stormwater ponding.
- **Observe vegetation density, health, and maturity.** Established vegetation helps hold soil in place. Are there missing or dead plants that should be replaced? Erosion control measures, such as an erosion control blanket, will help prevent erosion while new plants are established. Is vegetation species selection appropriate for planted location within the GSI facility?
- **Understand site maintenance activities.** Were herbicides or other chemicals administered as part of maintenance activities? If so, where? Has utility work been present in the area (excavations or at-grade)? Utility excavations as part of emergency and/or planned repairs can impact immediately adjacent vegetation health.
- **Engage a landscape professional for assistance.** Plant death can result from a variety of conditions, including but not limited to: poor establishment practices, too much or too little sunlight or moisture, nutrient imbalance, pest infestation, excess herbicides, etc.

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ATTACHMENT B

BID FORMS

1. Bid Form/Contract
2. 00413 Allowance Authorization

ACCEPTANCE OF BID

CITY, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the Parties.

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents a maximum amount of five hundred and twenty-one thousand, four hundred ninety-eight Dollars, (\$ 521,498.00). The Contract Price includes:

01290.02 Schedule of Values
00413 Allowances

By executing this Bid Form/Contract, CITY accepts Bidder's offer for the Contract Price stated above and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties

City of Kansas City, Missouri (OWNER or City)

Approved as to form:

Assistant City Attorney

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

Director of Finance

(Date)

ATTACHMENT C
PAYMENT FORMS

1. 01290.01 Application for Payment
2. 01290.02 Schedule of Values



APPLICATION FOR PAYMENT

Project Number 60810120
Project Title Green Infrastructure Landscape Maintenance

Final Payment⁵

CONTRACTOR _____

Address _____

Application Number²: _____
 Date: _____
 Ordinance/Resolution Number: _____
 Effective: _____
 PO Number _____
 Vendor Number _____

Application for Work Accomplished from _____ to _____

Original Contract Price	[1]		\$	-
Net by Change Orders through _____		[2]	\$	-
Current Contract Price (1+2)		[3]	\$	-
Completed Work	[4]	\$	-	
Disputed Amounts ³	[-]	[4a]	\$	-
Stored Material ⁴	[5]	\$	-	
Disputed Amounts ³	[-]	[5a]	\$	-
Total Completed and Stored to Date (4+5)		[6]	\$	-
Previous Payments	[7]	\$	-	
Previous Retainage	[8]	\$	-	
Total Previous Applications (7+8)		[9]	\$	-
Amount This Application (6-9)		[10]	\$	-
Less Retainage This Application (5%)		[-]	[11]	\$ -
Release of Retainage		[12]	\$	-
Total Due This Application (10-11+12)		[13]	\$	-
Liquidated Damages				
Completion of Work	[14]	\$	-	[-] \$ -
Prevailing Wage ⁷	[15]	\$	-	[-] \$ -
MBE/WBE Program ⁷	[16]	\$	-	[-] \$ -
Workforce Program ⁷	[17]	\$	-	[-] \$ -
Total Amount Due Contractor (13 - 14 through 17)		[18]	\$	-

Accompanying Documentation: ^{1, 2, 3, 4, 5, & 6} and any other information as necessary.

NOTE: Initial all figures on this Application and on the Schedule of Values that are changed to correct errors or conform to the amount recommended. Attach explanation of changes that have been made.

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (a) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by all prior Applications for Payment; (b) at time of payment, title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (c) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (d) all manufactured goods or commodities used or supplied for this Project are in compliance with Kansas City's Buy America ordinance.

_____ By _____
 Contractor Authorized Representative (Print) Signature

Date _____

State of _____)
)SS
 County of _____)

Subscribed and Sworn to before me this _____ day of _____, _____.

My commission expires:

Notary Public: _____

DESIGN PROFESSIONAL's Recommendation of Payment:

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the DESIGN PROFESSIONAL recommends to the OWNER that to the best of the DESIGN PROFESSIONAL's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Name of firm (Print) DESIGN PROFESSIONAL (Print) (Signature)

Date: _____

Construction/Program Manager's Recommendation of Payment: (if applicable)

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the Construction/Program Manager recommends to the OWNER that to the best of the Construction/Program Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

Construction/Program Manager firm (Print) Authorized Representative (Print) (Signature)

Date: _____

City's Representative's Agreement with Recommendation of Payment

City's Representative(print) (Signature) (Date)

City's Approval

The amount previously recommended is approved for payment.

Director or Designee (Print) (Signature) (Date)

¹See General Conditions Article 14.02 A and B

²Proof of tax compliance if 1st payment and if Contract amount exceeds \$150,000.00

³Schedule of Values--Denote any amounts currently disputed in this application. Attach additional dispute documentation if required.

⁴If requesting payment for stored materials, see General Conditions Article 14.02 A.1

⁵If final payment, current proof of tax compliance if Contract is longer than 1 year and amount exceeds \$150,000.00.

⁶ Per General Conditions Sec. 14.02 attach a copy of the most recent 00485.01 M/WBE Monthly Utilization Report, 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report CONTRACTOR has submitted to the City's Human Relations Department

⁷Applicable only if final payment

REMINDER: CONTRACTOR is responsible for meeting or exceeding the the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendments modifying the amount CONTRACTOR is to be compensated will have correspondingly impacted the amount of compensation due D/M/WBEs for purposes of meeting or exceeding the Bidder/Proposer participation. CONTRACTOR is again reminded to consider the effect of any Change Order or amendment, and to submit a Request for Modification/Substitution if appropriate.

Distribution: Owner Project Manager
 Contractor Design Professional
 Construction Manager _____



SCHEDULE OF VALUES

Project Number 60810120

Project Title Green Infrastructure Landscape Maintenance

HRD APPROVED CUP		
MBE	WBE	DBE
\$0.00	\$0.00	\$0.00
10%	10%	0%

NOTE: A digital Microsoft Excel version of this form is available upon request

A SPEC SECTION	B UNIT PRICE CONTRACTS			E DESCRIPTION OF WORK UNIT ITEM DESCRIPTION	F \$ UNIT PRICE	G NO. OF UNITS	H \$ TOTAL OR LUMP SUM	I UNITS COMPL ETE	J \$ COMPLETED WORK	K \$ STORED MATERIAL	L \$ TOTAL COMPLETED AND STORED TO DATE		M TOTALS TO DATE			Q % AT BOTTO M	R \$ TOTAL PREVIOUS APPLICATIONS	S \$ AMOUNT THIS APPLICATION L-R
	UNIT ITEM NO.	UNIT	ESTIMATED QUANTITY								\$ J+K	% J/H	\$ MBE	\$ WBE	\$ DBE			
	1 Target Green Marlborough 81st & Troost																	
	1a.	Frequency	26	Remove sediment, debris, trash, blockages	701	26	18226											
	1b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	1750	4	7000											
	1c.	Frequency	4	Apply pre-emergent herbicide	1000	4	4000											
	1d.	Frequency	14	Remove weeds	2435	14	34090											
	1e.	Frequency	7	Manage disease and pests	1009	7	7063											
	1f.	Frequency	14	Maintain clean landscape edges, prune plants	1194	14	16716											
	1g.	Frequency	20	Mow turf grass areas	0	20	0											
	1h.	Frequency	4	Water vegetated areas	1000	4	4000											
	1i.	Frequency	1	Refresh mulch	3000	1	3000											
				Target Green Marlborough 81st & Troost Annual Site Maintenance Total			94095											
	2 Target Green Marlborough Rachel Morado																	
	2a.	Frequency	26	Remove sediment, debris, trash, blockages	456	26	11856											
	2b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	1500	4	6000											
	2c.	Frequency	4	Apply pre-emergent herbicide	1750	4	7000											
	2d.	Frequency	14	Remove weeds	2972	14	41608											
	2e.	Frequency	7	Manage disease and pests	514	7	3598											
	2f.	Frequency	14	Maintain clean landscape edges, prune plants	1428	14	19992											
	2g.	Frequency	20	Mow turf grass areas	0	20	0											
	2h.	Frequency	4	Water vegetated areas	2000	4	8000											
	2i.	Frequency	1	Refresh mulch	11000	1	11000											
	2j.	Frequency	4	Wooded area selective vegetation removal	1925	4	7700											
				Target Green Marlborough Rachel Morado Annual Site Maintenance Total			116754											
	3 Water Services Admin Building/Swope Campus																	
	3a.	Frequency	26	Remove sediment, debris, trash, blockages	390	26	10140											
	3b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	500	4	2000											
	3c.	Frequency	4	Apply pre-emergent herbicide	500	4	2000											
	3d.	Frequency	14	Remove weeds	600	14	8400											
	3e.	Frequency	7	Manage disease and pests	180	7	1260											
	3f.	Frequency	14	Maintain clean landscape edges, prune plants	1100	14	15400											
	3g.	Frequency	20	Mow turf grass areas	0	20	0											
	3h.	Frequency	4	Water vegetated areas	1000	4	4000											
	3i.	Frequency	1	Refresh mulch	0	1	0											
				Water Services Admin Building/Swope Campus Annual Site Maintenance Total			43200											
	4 KCATA Trolley Trail (Outfall 066/067)																	
	4a.	Frequency	26	Remove sediment, debris, trash, blockages	231	26	6006											
	4b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	900	4	3600											
	4c.	Frequency	4	Apply pre-emergent herbicide	900	4	3600											
	4d.	Frequency	14	Remove weeds	2971	14	41594											
	4e.	Frequency	7	Manage disease and pests	1025	7	7175											
	4f.	Frequency	14	Maintain clean landscape edges, prune plants	1100	14	15400											
	4g.	Frequency	20	Mow turf grass areas	0	20	0											
	4h.	Frequency	4	Water vegetated areas	1250	4	5000											
	4i.	Frequency	1	Refresh mulch	0	1	0											
				KCATA Trolley Trail (Outfall 066/067) Annual Site Maintenance Total			82375											
	5 Central Industrial District (CID)/West Bottoms																	
	5a.	Frequency	26	Remove sediment, debris, trash, blockages	556	26	14456											
	5b.	Frequency	4	Replace settled or excavated materials, repair erosion/damage	1800	4	7200											
	5c.	Frequency	4	Apply pre-emergent herbicide	2000	4	8000											
	5d.	Frequency	14	Remove weeds	2475	14	34650											
	5e.	Frequency	7	Manage disease and pests	1100	7	7700											
	5f.	Frequency	14	Maintain clean landscape edges, prune plants	1862	14	26068											
	5g.	Frequency	20	Mow turf grass areas	400	20	8000											
	5h.	Frequency	4	Water vegetated areas	1000	4	4000											
	5i.	Frequency	1	Refresh mulch	0	1	0											
				Central Industrial District (CID)/West Bottoms Annual Site Maintenance Total			110074											
							446498											
	WORK ORDERS FOR ADDITIONAL SERVICES - HOURLY RATES																	
	Hourly Rate (must include all overhead expenses)																	
				STANDARD RATE														
	6	HR	1	Laborer			45											
	7	HR	1	Equipment Operator			55											
				OVERTIME RATE														
	8	HR	1	Laborer			60											
	9	HR	1	Equipment Operator			70											
				PREMIUM RATE - SATURDAY & SUNDAY														
	10	HR	1	Laborer			85											
	11	HR	1	Equipment Operator			95											

ATTACHMENT D
CREO FORMS & INSTRUCTIONS

1. 00440 CREO KC 5
2. 00450 CREO KC 8
3. 00450.01 Letter of Intent to Subcontract
4. 00460 CREO KC 10
5. 00470 CREO KC 11
6. 00485 CREO KC Monthly Reporting Form

**CREO KC INSTRUCTIONS
FOR CONSTRUCTION CONTRACTS**

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 3-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction contract 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 that may be awarded pursuant to these bid specifications. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Bidder submits a bid of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this contract are set forth elsewhere in the bid specifications.
- B. These Civil Rights & Equal Opportunity Department ("CREO KC") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the contract work to the extent of the goals listed for the contract and to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the Bid that a Bidder objectively demonstrate to the City that good faith efforts have been made to meet the Goals. Bidders must attempt to meet both the MBE and WBE goals and request a waiver if either is not met.
- C. The following CREO KC Forms are attached and must be used for MBE/WBE submittals:
1. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8); and
 2. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
 3. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
 4. Request for Modification or Substitution (CREO KC Form 11); and
 5. Contractor Affidavit for Final Payment (Form 01290.14); and
 6. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Bidder'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.org. Before a Bidder submits a bid, Bidder



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 Following Bid Opening.

A. Bidder must submit the following documents within forty-eight (48) hours of bid opening:

1. **Contractor Utilization Plan/Request for Waiver (CREO KC Form 8).** This form states a Bidder'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 Bidder 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 Bidder'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 Bidder 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.

III. Required Submission when Requested by City.

A. Bidder 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.**

IV. Required Monthly Submissions during term of Contract.

A. Bidder must submit the following report on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report.** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications. The method of submission of this report is through the B2GNow Diversity Management System (B2GNow).

V. Required Submittals for Final Contract Payment.

A. Contractor 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)**
3. **Final B2GNow Monthly Contract Audit Report with all payment audits confirmed.**

VI. Additional Submittals.

- A. Contractor 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 IX, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

VII. 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.



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

- A. A bidder is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening. 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 Bidder has performed the following, along with any other relevant factors:
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) month.
 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 MBE/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 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, contractor or developer as of the bid solicitation; and

Any other information deemed relevant by the bidder, proposer, contractor or developer, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, contractor or developer of such additional information at the time the goals are recommended by the director. 8. Within five (5) working days after drawing the bid specifications, sent certified letters, verifiable e-mails or proof of facsimiles to certified MBEs and WBEs listed in the M/W/DBE Kansas City Mo. Online Directory.

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

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

- A. After bid opening, a Bidder or Contractor 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. Bidder or Contractor 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 Bidder or Contractor 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 Bidder 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. Once a modification has been made, a Construction Contractor Employee Identification Report (CREO KC Form 0485.04) for the newly approved subcontractor must be submitted at least ten (10) days prior to the approved subcontractor commencing work on a City contract.

X. 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 Bidder or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder'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.

XI. Access to Documents and Records.

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder 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 Bidders agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the MBE/WBE program.

XII. Miscellaneous.

- A. A Bidder 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 lowest and best bidder if the City Council determines a waiver is in the best interests of the City.
- E. The Director may grant extensions of time to Bidders to submit Letters of Intent to Subcontract (CREO KC Form 00450.01).

XIII. Liquidated Damages – Economic Equity & Inclusion Goals--MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as



liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

IMPORTANT: This Part B is applicable to City construction contracts estimated by the City prior to solicitation as: (1) requiring more than 800 construction labor hours and (2) valued in excess of \$300,000.00. This program is distinguished from the M/WBE Program in that it is based on workforce hours of the Bidder and *all* its participating subcontractors rather than the actual contract value of work. The instructions herein detail the specifics related to this program. This program is in *addition* to the M/WBE program.

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 "Workforce Program" or "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry.
- B. The minimum workforce goals are currently set by ordinance at 10% for minorities and 2% for women. These goals are separate from M/WBE goals. Public recognition may be provided if the bidder achieves at least twice the minimum participation.
- C. Construction contracts subject to the Workforce Program and the company-wide and project-specific workforce goals ("workforce goals") are those contracts to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation to: (1) require more than 800 construction labor hours, (2) has estimated costs that exceed \$300,000.00, and (3) involve the expenditure of public funds.
- D. The successful bidder may meet company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area. In addition, the successful Bidder is responsible to ensure that it and its subcontractors cumulatively make good faith efforts to meet project-specific goals for utilization of minorities and women.
- E. These Civil Rights & Equal Opportunity Department ("CREO KC") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder 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 to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval from CREO KC, a Bidder not doing so is required to



objectively demonstrate to CREO KC that good faith efforts have been made.

- F. The following reports are to be used for Construction Employment Program submittals:
1. Project Workforce Monthly Report
 2. Company-Wide Workforce Monthly Report

II. Required Submissions.

- A. Within forty-eight (48) hours after bid opening, the construction contractor shall submit the **Construction Employee Identification Report** (CREO KC Form 00485.04) and shall include: the name, home address, job title, sex and race/ethnicity of each person working for the Prime. The individuals to be listed on the form are those which the construction contractor *anticipates* will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

The following circumstances also require the submission of a Construction Employee Identification Report:

- a. Prior to contract execution for those City construction contracts awarded pursuant to a request for proposals (RFP), the construction contractor shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04).
 - b. At least ten (10) days prior to the date upon which any subcontractor is to commence work under a City construction contract, the Prime shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04) for the subcontractor.
- B. The CREO KC Director has established the B2GNow Diversity Management System (“B2GNOW”) (an online reporting tool) as the preferred method for fulfilling reporting requirements of the Workforce Program. The CREO KC Director will allow paper submission in lieu of on-line submission if the on-line submission process presents a hardship to the contractor.
- C. Bidder must submit the following documents through B2GNow on a monthly basis if awarded the contract:
1. **Project Workforce Monthly Report.** This report is contract specific. This report must be submitted to the Director by the 15th of each month for the Contractor and each subcontractor. It will be utilized to report the Contractor’s own workforce compliance data with regard to 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 women and minorities, by trade, company-wide. This report must be submitted to the Director by the 15th of each month. It will be utilized to report the Contractor’s own workforce compliance data with regard to



every contract (both privately and publicly funded) that the Contractor 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 final Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report must be submitted before final payment will be made and/or retainage released. Contractor shall note the submittal of the final reports by notation in the box entitled “Final Report”

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

- A. A bidder is required to make good faith efforts to achieve the construction employment goals and ensure its subcontractors are making good faith efforts to achieve the construction employment goals. If a Bidder or its subcontractors will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a bidder 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 request evidence of the Bidder’s and its’ subcontractors’ good faith efforts to meet the goals. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts for itself and its subcontractors. The Director will examine the Bidder’s request and the Bidder’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 Bidder has made good faith efforts to secure minority and female participation.

IMPORTANT: The Bidder’s subcontractors on a city construction contract must meet the workforce goals collectively. The bidder is responsible to ensure the subcontractors make good faith efforts to meet the workforce goals. Bidders are required to include language in its subcontracts that ensure the subcontractors make good faith efforts to meet or exceed the workforce goals.

- B. In evaluating good faith efforts, the Director will consider whether the Bidder and its subcontractors have performed the following:
 1. For those bidders 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 bidders that are signatories to collective bargaining agreements with organized labor:
- a. 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
 - b. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - c. 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.
 - d. To the extent the good-faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing, in order to accomplish the purpose and intent of this section.

C. In the event workforce goals are not met or there is anticipation that goals will not be



met, a Bidder will be required to give the City documentation to prove that it and/or its subcontractors made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

V. Access to Documents and Records.

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder 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 bidder further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Bidders agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the construction employment program.

VI. 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 Bidder or Contractor believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor'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.

VII. Miscellaneous.

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. The successful bidder 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 bidder'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. Failure to Meet Workforce Goals

- A. If Contractor or its subcontractors fail to achieve the construction employment goals or make good faith efforts to achieve those 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, if the directory finds that the contractor or subcontractor have not met, or made good faith efforts to meet, the construction employment goals for any quarter, the director may:

1. Assess liquidated damages against the construction contractor, as specified in the city construction contract;
2. Require the contractor to attend mandatory training, as specified in the construction contract;
3. Declare the contractor ineligible to receive any city construction contract or participate as a subcontractor under any city construction contract for a period of time up to six months, as specified in the construction contract.

IX. First Source Program

- A. The City has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While the contractor awarded a City construction contract is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the “First Source Program”) must be utilized by the contractor subject to the construction employment goals as set forth in this **PART B, CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**.
- B. The City utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. The contractor shall contact the Full Employment Council within 48 hours of contract award, regardless of whether the contractor has any hiring needs at that time, and within 48 hours following any job vacancy which the contractor reasonably anticipates filling during the term of the City construction contract. The contractor shall comply with the First Source Program requirements as implemented by the Full Employment Council unless otherwise excused in writing by the Director of CREO KC for good cause shown. To ensure compliance with the First Source Program, the contractor shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at www.feckc.org and clicking on the link for KCMO First Source Hiring Program. The contractor shall not hire any individual to provide construction services on a City construction contract unless the contractor has met the requirements of the First Source Program.
- C. The contractor shall require that its subcontractors utilize the First Source Program to the same extent that the contractor is required to do so, and shall incorporate the requirements of this Section IX into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably anticipates filling during the term of their subcontract on a City construction project.





Interdepartmental Communication

DATE: October 22, 2024

TO: Jaime Guillen, Director, Civil Rights and Equal Opportunity

FROM: Jamie Driskell, Contract Administration

SUBJECT: Contract /Project No. EV3162-1 /60810120 – Green Infrastructure Landscape Maintenance Renewal No. 1

This renewal request is for **Year Two** (1st renewal) for the subject contract. The original contract (EV3162) was not taken to Council due to it being under the \$1 Million dollar limit. The Water Services Department is planning on taking this program to Council in November 2024 to approve this Year Two (1st renewal) and future renewals, with Council approval, for three additional 1-year contracts (total program is 1 contract with 4-one year renewals). The contractor has no plans to change their previously approved M/WBE subcontractors for this Year Two (1st renewal). We recommend the City move forward to renew this contract with Millgoal Enterprises II, LLC. **Year Two** with a contract amount of \$521,498.00.

- This is a prevailing wage contract.
- Bonds are required. (bid bond and performance and maintenance bond)
- The goals are set at 10% MBE and 10% WBE.
- Currently, Millgoal Enterprises II, LCC goals are MBE 5.2% and WBE 5.2%. They plan to meet goals with the remaining work and payments to be made to subs.
- The Current Annual Amount for this is \$521,498.00

The contract renewal information is available upon request.

DocuSigned by:
Alvaro Antiveros
Approved: 11/14/2024
AZ4835E30B2E429
(CREO Dept. - Director)

cc: Lauren Moore, Project Manager



Project Number-60810120
SSP Green Infrastructure Landscape Maintenance

CREO Document Upload:#1

Subject: CUP/LOI Document Upload | Contract EV3162
Initiator: Driskell, Jamie
Date Created: 08.11.2023 03:02PM
Department: Water Services

Process Information

Document Type: CUP/LOI
Date Submitted: 08.11.2023
Date Received: 08.11.2023
Contract Number: EV3162
Prime Contractor: MILLGOAL ENTERPRISES II LLC
Amount of Project: 521498.00
%MBE 10
%WBE 10
%DBE 0

Special Instructions:

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

Date: 08/11/2023
Form Prepared By: J Driskell

Contract/Project Number: 60810120 / EV3162	Developer/Prime: Millgoal Enterprises II LLC
Project Name: Green Infrastructure Landscape Maintenance	Contact Information: CJ Fulk
Final Contract Value:	Address: PO Box 1213 Platte Ciyt, MO 64079

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals: 10/10/0	Contractor Utilization Plan Achievement: 10/10/0
Self-Perform: <u>80</u> %	Self-Perform: <u>80</u> %
MBE: <u>10</u> %	MBE: <u>10</u> %
WBE: <u>10</u> %	WBE: <u>10</u> %
Non-certified firms: <u>0</u> %	Non-certified firms: <u>0</u> %

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:

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

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

The Contractor Utilization Plan is:

Approved Disapproved

10 % MBE 10 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: Rio Cervantes-Reed Date: 9/6/2023

Comments:



INTERDEPARTMENTAL COMMUNICATION

Date: September 6, 2023
To: Chairperson Kevin O’Neill, Transportation, Infrastructure & Operations Committee
From: Edwina Jones, Acting Director, Civil Rights & Equal Opportunity
Subject: Green Infrastructure Landscape Maintenance CUP Summary
Project: 60810120 – Maintenance – Water Services

CONTRACTOR: Millgoal Enterprises II, LLC
Address: 13245 Running Horse Road
Platte City, MO 64079-2449

Contract # 60810120, Green Infrastructure Landscape Maintenance

Contract Amount: \$521,498.00
MBE Goal 10%
WBE Goal: 10%
Total MBE Achieve: 10%
Total WBE Achieve: 10%

MBE SUBCONTRACTOR:

Name: Eyedeal Lawn Care Solutions
Address: 13843 W. 154th Terrace
Olathe KS 66062
Scope of Work: Landscape maintenance at 81st & Troost site location
Dollar Amount: \$52,150.00 (10%)
Ownership: Claudia Fuleihan
Structure: Hispanic Female Code: 20

WBE SUBCONTRACTOR:

Name: Eyedeal Lawn Care Solutions
Address: 13843 W. 154th Terrace
Olathe KS 66062
Scope of Work: Landscape maintenance at the Water Campus site location
Dollar Amount: \$52,150.00 (10%)
Ownership: Claudia Fuleihan
Structure: Hispanic Female Code: 24

Comments: Same certified vendor counted towards both MBE and WBE participation goals per scope of services differentiated by site location of work.



CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 608 10120

Project Title Green Infrastructue landscape maintenance

KC WATER
(Department Project)

KC WATER
Department

MILLGOAL ENTERPRISES II LLC
(Bidder/Proposer)

STATE OF MO)
COUNTY OF PLATTE) ss

I, CJ FULK, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.

2. The project target goals are 10 % MBE and 10 % WBE.

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 10 % MBE 10 % WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 521,498.00

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

Name of M/WBE Firm EYEDEAL LAWN CARE SOLUTIONS
Address 13843 W 154th Terr Olathe KS 66062
Telephone No. 913-221-9554
I.R.S. No. 27-0577377



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

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm EYE DEAL LAWN CARE SOLUTIONS	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract 10%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



TOTAL MBE \$ / TOTAL MBE %: \$ 52,150.00 10.00 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Eyedeal Lawn Care Solutions				10%
TOTAL WBE \$ / TOTAL WBE %:		<u>\$ 52,150.00</u>		<u>10.00 %</u>

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

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

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

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

Bidder/Proposer primary contact: CJ FULK
 Address: PO BOX 1213
PLATTE CITY MO 64079
 Phone Number: 816-431-4994
 Facsimile number: NA
 E-mail Address: FULK10@HOTMAIL.COM

By: CJ FULK *CJ Fulk*
 Title: MEMBER
 Date: 8/24/23
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 29 day of August, 20 23.

My Commission Expires: 06/21/2025 *Mary Diane West*
 Notary Public

MARY DIANE WEST
 Notary Public - Notary Seal
 State of Missouri - Platte County
 Commission # 17800064
 My Commission Expires 6/21/2025





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Green Infrastructure Landscape Maintenance

Project Location/Number 60810120

PART I: Prime Contractor MILLGOAL ENTERPRISES II LLC agrees to enter into a contractual agreement with M/W/DBE Subcontractor EYEDEAL LAWN CARE SOLUTIONS who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
The MBE will be providing landscape maintenance at the 81st & Troost site location.

for an estimated amount of \$ 52150 (or 10 % of the total estimated contract value.)

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

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

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

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

(1) Company name: EYEDEAL LAWN CARE SOLUTIONS

Full address: 13843 W 154 Terr Olathe, KS 66062

Primary contact:	<u>CLAUDIA FULEIHAN</u>	<u>913-221-9554</u>	City, State and Zip Code
	Street number and name		

	Name	Phone
a) This subcontractor is (select one):	<input checked="" type="checkbox"/> MBE	<input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> N/A

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

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

b) Scope of work to be performed: LANDSCAPING

c) The dollar value of this agreement is: 52150.00



PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: MILLGOAL ENTERPRISES II LLC

[Signature]
Signature: Prime Contractor

CJ FULK
Print Name

Member
Title

8/24/23
Date

State of Kansas)
County of Johnson)

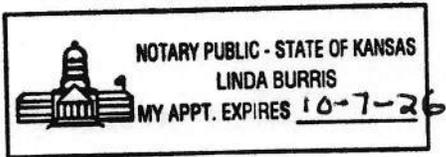
I, _____, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 29th day of Aug, 20 23

My Commission Expires: _____

[Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: EYEDEAL LAWN CARE SOLUTIONS

[Signature]
Signature: Subcontractor

CLAUDIA FULEIHAN
Print Name

owner
Title

8/24/23
Date

State of Kansas)
County of Johnson)

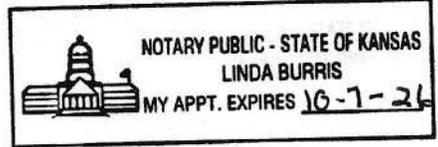
I, Claudia Fuleihan state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 29th day of Aug, 20 23

My Commission Expires: 10-7-26

[Signature]
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Green Infrastructure Landscape Maintenance

Project Location/Number 60810120

PART 1: Prime Contractor MILLGOAL ENTERPRISES II LLC agrees to enter into a contractual agreement with M/W/DBE Subcontractor EYEDEAL LAWN CARE SOLUTIONS who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
The WBE will be providing landscape maintenance at the Water Campus site location.

for an estimated amount of \$ 52150 (or 10 % of the total estimated contract value.)

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

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

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

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

(1) Company name: EYEDEAL LAWN CARE SOLUTIONS

Full address: 13843 W 154 Terr Olathe, KS 66062

	Street number and name	City, State and Zip Code
Primary contact:	<u>CLAUDIA FULEIHAN</u>	<u>913-221-9554</u>

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

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

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

b) Scope of work to be performed: LANDSCAPING

c) The dollar value of this agreement is: 52150.00



PART 3:

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: MILLGOAL ENTERPRISES II LLC

[Signature]
Signature: Prime Contractor
Member
Title

CJ FULK
Print Name
8/24/23
Date

State of Kansas)
County of Johnson)

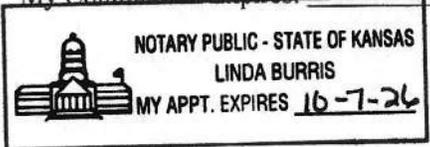
I, _____, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 29th day of Aug, 2023

My Commission Expires: 10-7-26

[Signature]
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: EYEDEAL LAWN CARE SOLUTIONS

[Signature]
Signature: Subcontractor
owner
Title

CLAUDIA FULEIHAN
Print Name
8/24/23
Date

State of Kansas)
County of Johnson)

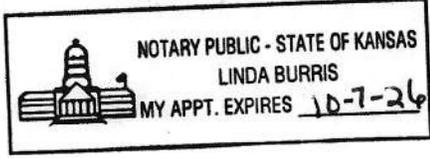
I, Claudia Fuleihan, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 29th day of Aug, 2023

My Commission Expires: 10-7-26

[Signature]
Notary Public

STAMP:



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, CJ FULK, acting in my capacity as MEMBER
(Name) *(Position with Firm)*
of MILLGOAL ENTERPRISES II LLC, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT *(Check one only)*

15 days <input type="checkbox"/>	75 days <input type="checkbox"/>	135 days <input type="checkbox"/>
30 days <input type="checkbox"/>	90 days <input type="checkbox"/>	150 days <input type="checkbox"/>
45 days <input type="checkbox"/>	105 days <input type="checkbox"/>	165 days <input type="checkbox"/>
60 days <input type="checkbox"/>	120 days <input type="checkbox"/>	180 days <input type="checkbox"/>
Other _____ (Specify)		

Throughout _____	Beginning 1/3 _____	33%
Middle 1/3 _____	Final 1/3 _____	34%
Beginning 1/3 _____ %	Middle 1/3 _____ %	Final 1/3 _____ %

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

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



(Signature)

MEMBER

(Position with Firm)

8/3/2023

(Date)





REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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



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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CREO KC MONTHLY REPORTING INSTRUCTIONS

M/WBE Monthly Utilization Report Instructions

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web-based MBE/WBE Reporting System in the administration of this Contract. This web-based application database is a collaboration tool selected and provided by the City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.

Prevailing Wage Certified Payroll Report Instructions

1. Prevailing Wage Certified Payroll Report applies to Contracts that include Prevailing Wage or Davis Bacon Provisions.
2. This web-based application database is provided by the City for reporting certified payrolls and other related prevailing wage data.
3. Computer Requirements: 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.
 - a. Computer Operation System: Windows XP, Windows Vista, or Windows 7
 - b. Web Browser: Google Chrome
 - c. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
4. City will assist Contractor in providing training of personnel and Subcontractor's personnel.
5. Contractor and Subcontractors shall have the responsibility for visiting the web site and entering data in on timely basis, and as necessary to be in compliance with Prevailing Wage Requirements included in their contracts.

Workforce Monthly Report Instructions

1. Workforce Monthly Reporting only applies to Construction Contracts greater than \$300,000 and greater than 800 projected labor hours.
2. The City will utilize a web-based Reporting System in the administration of this Contract. This web-based application database is a collaboration tool selected and provided by the City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.



ATTACHMENT E

BONDS

1. 00610 Performance and Maintenance Bond Form
2. 00615 Payment Bond Form



PERFORMANCE AND MAINTENANCE BOND

Project Number 60810120

Project Title Green Infrastructure Landscape Maintenance

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

WHEREAS,

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

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

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

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

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



PAYMENT BOND

Project Number 60810120

Project Title Green Infrastructure Landscape Maintenance

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

WHEREAS,

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

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

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

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

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

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

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

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

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)

ATTACHMENT F
MISSOURI PROJECT EXEMPTION

- 1 00560 Missouri Project Exemption Certificate
- 2 00560.1 KCMO Tax Exemption Certificate



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number			
	Address		City		State	ZIP Code
	E-mail Address					
	Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____		Estimated Project End Date (MM/DD/YYYY) ____/____/____		
	Description of Project					
	Project Location			Certificate Expiration Date (MM/DD/YYYY) ____/____/____		
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.					
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____/____/____		

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) ____/____/____	
	Address		City		State	ZIP Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	ZIP Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____/____/____	

Form 5060 (Revised 08-2015)

Taxation Division
P.O Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1271
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY
414 E 12TH ST 3RD FLOOR
KANSAS CITY MO 64106

Missouri Tax ID
Number: 12490466

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

ATTACHMENT G
INSURANCE

1. 00620 Insurance Certificate Form



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	ABC INSURANCE COMPANY
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	Current	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR CLAIMS-MADE	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	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/A	Y	POLICY NUMBER	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	Current	Limit; Deductible Limit; Deductible Limit; Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. _____ [Title]. Certholder (City) and _____ (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER**CANCELLATION**

City of Kansas City, Missouri _____ [Department] _____ [Address] Kansas City, MO _____ [Zip]	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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ATTACHMENT H

Revenue Clearance Letter

1. 00630 Revenue Clearance Release Authorization



AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division
414 East 12th Street, 2nd floor, Room 202 W
Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1077 email: revenue@kcmo.org

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of Taxpayer: _____ Tax I.D.# _____
(PRINT)

Address: _____

Check this box and the City will send the Clearance Letter to you or the contractor designated.

I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME <i>(PRINT)</i>	BUSINESS NAME	TITLE
ADDRESS	CITY, STATE, ZIP CODE	
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments and to publish on the City's internet/intranet website that the Taxpayer is in compliance with the tax ordinances administered by the City's Commissioner of Revenue.

Please send my 1st Revenue Clearance Letter to: _____
(Print Name of City Department/Contact Person/E-mail/Fax Number)

This authorization shall expire one (1) year from the date of the signature.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization and hold harmless agreement on behalf of the Taxpayer.

NAME <i>(PRINT)</i>	TITLE <i>(IF APPLICABLE)</i>	
SIGNATURE	PHONE NUMBER	DATE

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

ATTACHMENT I
EMPLOYEE ELIGIBILITY VERIFICATION

1 00515.01 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 _____)
) ss
COUNTY OF _____)

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

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

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

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

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

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

Affiant's signature

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

Notary Public

My Commission expires: