

DESIGN PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 378
ON-CALL STORMWATER ENGINEERING SERVICES
WATER SERVICES DEPARTMENT, STORMWATER ENGINEERING
CITY OF KANSAS CITY, MO

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

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

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

The professional services to be provided under this Agreement will be on an indefinite delivery indefinite quantity on-call, hourly basis in order to accomplish projects and/or project tasks for the City. The Design Professional will provide a broad range of engineering, survey, technical and project management related services, and attend meetings with the City on an on as-needed basis.

Professional Services provider (Design Professional) shall be prepared to provide the services in a timely and comprehensive manner.

The City reserves the right to utilize any combination of the Design Professional’s staff members on a cooperative/collaborative basis as needed to complete engineering tasks/projects.

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

- A. General tasks to be performed under this contract may include, but not be limited to the following: design and delivery of construction documents for an entire capital improvement project; support on portions of a project under the direction a City project manager (i.e. survey, drafting, quality control checks, modeling, inspections); or general consulting and assistance in planning, budgeting, cost estimating, design, analysis, reporting and other tasks as-needed by the City and further described in specific task agreements.
- B. Specific tasks to be performed under this contract services may include, but are not limited to, surveying, drafting, GIS management and support services, performing studies, evaluation and recommendation of improvements, civil and water resources engineering, hydrologic and hydraulic modeling, estimates of construction costs, right-of-way and easement acquisition, geotechnical/soils testing and engineering, structural engineering, environmental assessments and permitting, construction management, construction inspections, and design of stormwater management systems, including sustainable "green" BMPs or other improvements necessary to improve or maintain the stormwater management system. Design and analysis of levee systems, pumps stations, water mains and sanitary sewers may also be required.
- C. Tasks estimated to cost more than \$2,500.00 shall be authorized by Contract Amendments. Contract Amendments shall be used to describe the parties’ mutual agreement on the Scope of

Services, schedule, compensation, and other particulars as stated therein. Contract Amendments are binding only after acceptance and execution by duly authorized representative of both parties. Each Contract Amendment shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this agreement. Contract Amendments will be issued for specific personnel with the Design Professional, including MBE/WBE subconsultants, on a project by project basis. Personnel selected shall not be changed without approval of the City and may be grounds to terminate the contract.

- D. Tasks estimated to costs less than \$2,500.00 and that are part of the basic contract may be authorized by e-mail
- E. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment 6**.
- F. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- G. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- H. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$50,000.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of five hundred thousand and no/100 dollars (\$500,000.00)and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:

- 1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment 2**.

2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. Client shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachment 2**.
 3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachment 2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City in March of each year that this Agreement is in effect. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on May 1st of the next calendar year.
 4. Actual reasonable expenses incurred by the Professional directly related to the Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment. Upon completion of each task assigned or on a monthly basis for tasks in excess of \$25,000, Design Professional shall invoice City, stating completion of the task or portion thereof and all actual reasonable expenses incurred and allowed under this Agreement and the amount due. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
 3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

Water Services Department

Terry Leeds, Director
4800 E. 63rd Street
Kansas City, MO 64130
Phone: (816) 513-0528
Facsimile: (816) 513-0288
E-mail address: terry.leeds@kcmo.org

Design Professional:

Wilson & Company, Inc., Engineers & Architects
Contact: Mr. Charles D. Loughman, PE
Address: 800 East 101st Terrace, Ste 200
Kansas City, Missouri 64131
Phone: (816) 701-3100 Facsimile: (816) 942-3013
E-mail address: Charles.Loughman@wilsonco.com

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

Sec. 6. Merger. This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

Sec. 7. Conflict Between Agreement Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- C. Provide standard City forms as required.
- D. Provide City – Licensed Geographical Information System Data set forth in **Attachment 5**, incorporated into this Agreement.

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

Attachment 1 – Draft Scope of Services (See Exhibit 1)

Attachment 2 – Schedule of Hourly Rates and Expenses

Attachment 3 - Employee Eligibility Verification Affidavit

Attachment 4 – HRD Documents

- a) HRD Form 6: Design Professional Contract Instructions
- b) HRD Form 8A: Contractor Utilization Plan/Request for Waiver
- c) HRD Form 10: Timetable for MBE/WBE Utilization
- d) HRD Form 11: Request for Modification or Substitution
- e) HRD Form 13: Affidavit of Intended Utilization
- f) 00450.01 Letter of Intent to Subcontract
- g) 01290.14 Contractor Affidavit for Final Payment
- h) 01290.15 Subcontractor Affidavit for Final Payment

Attachment 5 – City Licensed Geographical Information System Data

Attachment 6 - Electronic Format Requirements

Attachment 7– Non-Construction Subcontractors Listing

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.”

Sec. 11. Contract Information Management System. Design Professional shall comply with City’s Contract Information Management System requirements. Design Professional 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. Design Professional shall maintain user applications to City’s provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment 4**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended

and approved by the Director, is not met.

Sec. 13. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 14. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

Title: _____

Approved as to form:

Assistant City Attorney

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

Director of Finance

Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

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

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec 3. Insurance.

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

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

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

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

Workers Compensation Statutory Employers Liability

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

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

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

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

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

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

E. Design Professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled

or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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

Sec. 4. Design Standards and Endorsement.

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

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

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

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services

under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

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

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and

other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 8. Termination for Convenience.

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

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to

said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

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

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

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

a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

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

Sec. 17. Tax Compliance.

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$150,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 18. Assignability and Subcontracting.

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit Design Professional from

subcontracting as otherwise provided for herein.

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

Sec. 19. Conflicts of Interest.

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

Sec. 20. Conflict of Interest - Certification.

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

Sec. 21. Buy American Preference.

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 22. Independent Contractor.

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

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first

and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

Attachment 1

On call Scope of Services

Contract Number 378 Storm Water Projects – On Call Engineering Services Stormwater Engineering

Capital Improvements: The City must design and construct improvements to the stormwater conveyance system as part of the annual PIAC funded Improvements, ongoing maintenance and other means and funding sources to change, restore, improve or add to the stormwater conveyance system. The Stormwater Utility Division intends to manage the design of most of these projects with in-house staff but requires the regular assistance of professionals to perform the following services. Specific Task Agreements will be assigned by memorandum following a discussion of the services and skills needed for each project. Some projects may require work in the field, some may be completed in the consultant's offices, and some may require consultant's staff to work in Water Services Department offices. It is anticipated that staff with skills in the following areas will be needed for tasks:

- Surveying field work with two person crews with Registered land surveyor
- ROW acquisition assistance including O&Es and tract maps(not title work by a subcontracted title company)
- Civil and survey drafting
- GIS (Graphical Information System) data input and attributes definitions
- Hydraulics and hydrology modeling
- Civil works design, especially storm drainage with cost estimating
- Geotechnical / soils (consulting and possibly testing not drilling)
- "Green" vegetated storm management facilities such as bio-swales and rain gardens
- Construction management
- Construction Inspection
- Project management and complete design services.

ATTACHMENT 2

Project: Stormwater On Call Engineering Services
 Date: April 18, 2018
 Client: KCMO Water Services

**WILSON
& COMPANY**

CLASS	TITLE	BILLING RATE RANGE	BILLING MULTIPLIER 3.04
AD1	Receptionist/File Clerk	\$ 12.00 - \$ 17.00	\$ 36.48 - \$ 51.68
AD2	Administrative Assistant II/Receptionist	\$ 15.00 - \$ 20.00	\$ 45.60 - \$ 60.80
AD3	Administrative Assistant III/Receptionist	\$ 18.00 - \$ 23.00	\$ 54.72 - \$ 69.92
FC1	Junior Construction Observer	\$ 13.00 - \$ 19.00	\$ 39.52 - \$ 57.76
FC2	Construction Observer/Inspector	\$ 16.00 - \$ 22.00	\$ 48.64 - \$ 66.88
FC3	Construction Observer/Inspector	\$ 18.00 - \$ 25.00	\$ 54.72 - \$ 76.00
FC4	Construction Observer/Inspector	\$ 23.00 - \$ 30.00	\$ 69.92 - \$ 91.20
FC5	Senior Construction Observer/Inspector	\$ 27.00 - \$ 37.00	\$ 82.08 - \$ 112.48
FC6	Senior Construction Observer/Inspector	\$ 34.00 - \$ 43.00	\$ 103.36 - \$ 130.72
FS1	Survey Tech I	\$ 10.00 - \$ 20.00	\$ 30.40 - \$ 60.80
FS2	Survey Tech II	\$ 13.00 - \$ 25.00	\$ 39.52 - \$ 76.00
FS3	Survey Tech III	\$ 17.00 - \$ 30.00	\$ 51.68 - \$ 91.20
FS4	Survey Crew Chief	\$ 23.00 - \$ 35.00	\$ 69.92 - \$ 106.40
FS5	Chief Surveyor (Licensed)	\$ 30.00 - \$ 45.00	\$ 91.20 - \$ 136.80
FS6	Survey Manager (Licensed)	\$ 40.00 - \$ 60.00	\$ 121.60 - \$ 182.40
FS7	Survey Operations Manager (Licensed)	\$ 66.00 - \$ 85.00	\$ 200.64 - \$ 258.40
OD1	CADD Technician (entry level)	\$ 13.00 - \$ 18.00	\$ 39.52 - \$ 54.72
OD2	CADD Technician	\$ 15.00 - \$ 20.00	\$ 45.60 - \$ 60.80
OD3	CADD Technician	\$ 18.00 - \$ 23.00	\$ 54.72 - \$ 69.92
OD4	CADD Technician	\$ 21.00 - \$ 30.00	\$ 63.84 - \$ 91.20
OD5	Senior CADD Technician/CADD Manager	\$ 25.00 - \$ 36.00	\$ 76.00 - \$ 109.44
OP1	Apprentice Stereo Operator	\$ 13.00 - \$ 18.00	\$ 39.52 - \$ 54.72
OP2	Stereo Operator	\$ 15.00 - \$ 20.00	\$ 45.60 - \$ 60.80
OP3	Stereo Operator/GIS Analyst	\$ 18.00 - \$ 23.00	\$ 54.72 - \$ 69.92
OP4	Stereo Operator/GIS Analyst	\$ 21.00 - \$ 30.00	\$ 63.84 - \$ 91.20
OP5	Chief Photogrammetrist	\$ 25.00 - \$ 36.00	\$ 76.00 - \$ 109.44
OP6	Chief Photogrammetrist	\$ 30.00 - \$ 46.00	\$ 91.20 - \$ 139.84
OP7	Chief Photogrammetrist	\$ 40.00 - \$ 60.00	\$ 121.60 - \$ 182.40
IA1	Intern 1	\$ 12.00 - \$ 18.00	\$ 36.48 - \$ 54.72
IA2	Intern 2	\$ 13.00 - \$ 21.00	\$ 39.52 - \$ 63.84
IA3	Intern 3	\$ 15.00 - \$ 25.00	\$ 45.60 - \$ 76.00
P1	Graduate Engineer (Unlicensed)	\$ 25.00 - \$ 32.00	\$ 76.00 - \$ 97.28
P2	Graduate Engineer (Unlicensed)	\$ 28.00 - \$ 35.00	\$ 85.12 - \$ 106.40
P3	Staff Detail Designer (Unlicensed)	\$ 31.00 - \$ 40.00	\$ 94.24 - \$ 121.60
P4	Staff Detail Designer (Licensed)	\$ 34.00 - \$ 50.00	\$ 103.36 - \$ 152.00
P5	Project Designer (Licensed)	\$ 40.00 - \$ 65.00	\$ 121.60 - \$ 197.60
P6	Project Designer (Licensed)	\$ 57.00 - \$ 80.00	\$ 173.28 - \$ 243.20
P7	Department Head, Principal (Licensed)	\$ 70.00 - \$ 90.00	\$ 212.80 - \$ 273.60
PL1	Junior Planner	\$ 15.00 - \$ 30.00	\$ 45.60 - \$ 91.20
PL2	Junior Planner	\$ 25.00 - \$ 40.00	\$ 76.00 - \$ 121.60
PL3	Planner (Unlicensed)	\$ 30.00 - \$ 45.00	\$ 91.20 - \$ 136.80
PL4	Planner (Licensed)	\$ 35.00 - \$ 50.00	\$ 106.40 - \$ 152.00
PL5	Planner/Project Manager (Licensed)	\$ 40.00 - \$ 65.00	\$ 121.60 - \$ 197.60
PL6	Planner/Department Head (Licensed)	\$ 57.00 - \$ 80.00	\$ 173.28 - \$ 243.20
PD1	CADD Designer	\$ 19.00 - \$ 30.00	\$ 57.76 - \$ 91.20
PD2	CADD Designer	\$ 21.00 - \$ 35.00	\$ 63.84 - \$ 106.40
PD3	CADD Designer	\$ 24.00 - \$ 40.00	\$ 72.96 - \$ 121.60
PD4	Senior CADD Designer	\$ 28.00 - \$ 45.00	\$ 85.12 - \$ 136.80
PD5	Senior CADD Designer	\$ 31.00 - \$ 50.00	\$ 94.24 - \$ 152.00

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 23 day of April, 2018, before me appeared
Justin C. Klaudt, 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
Operations Manager (title) of Wilson & Company, Inc., Engineers & Architects
(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 23 day of April, 2018.


Notary Public

My Commission expires: 02/23/2018

COURTNEY R. DAVENPORT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 2/23/2022
Commission # 14584672

**HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

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

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. 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 Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (HRD Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

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

IV. Additional Required Submissions when Requested by City.

A. Proposer must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** 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.

VI. Required Submittals for Final Contract Payment.

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

VII. Additional Submittals.

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

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a qualified MBE or WBE, except as otherwise expressly provided for herein.
 2. Twenty-five percent (25%) 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 qualified MBE or WBE.
 3. 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 qualified MBE or WBE.
 4. 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 qualified MBE or WBE.
 5. 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. An MBE or WBE prime contractor's own participation in its contract with City; and
 4. 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
 5. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8)

Warning: Efforts to obtain MBE and/or WBE participation made after a Contractor Utilization Plan is submitted cannot be used to show the Proposer made good faith efforts.

- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
1. Advertised 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 in sufficient time to allow MBE and WBE firms to participate effectively.
 2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow MBE and WBE firms to participate effectively.
 3. Sent written notices, by certified mail or facsimile, to qualified MBEs and WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
 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. A Proposer should send letters by certified mail or facsimile to those MBE/WBE contractors identified by HRD listed in those categories which are in those subcontractors' scope of work. The portion of work for which a proposal from an MBE/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
 5. Requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with qualified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
 7. Attempted to negotiate in good faith with qualified MBEs and WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with MBE/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of MBE/WBEs that were contacted and date of contact;
 - b. The information provided to MBE/WBEs regarding the plans and

specifications for portions of the work to be performed by them;

- c. The reasons no agreement was reached with any MBE/WBE, including the basis for any bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to MBE/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

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

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

- 1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; AND
- 2. The 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
 - g. The Proposer or Contractor has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.

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

XI. Appeals. (Applicable only if the RFQ/P is for a construction project)

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction 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 ten (10) working days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

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

XIII. Miscellaneous.

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

XIV. Liquidated Damages – 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 the amount of the MBE/WBE goals set forth in the 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, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$324,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

I. City's Construction Employment Program.

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from HRD, a Proposer not doing so is required to objectively

demonstrate to HRD that good faith efforts have been made.

C. The following HRD Forms are to be used for Construction Employment Program submittals:

1. Project Workforce Monthly Report (HRD Form 00485.02)
2. Company-Wide Workforce Monthly Report (HRD Form 00485.03)

II. Required Monthly Submissions during Term of Contract.

A. Proposer must submit the following documents on a monthly basis if awarded the contract:

1. **Project Workforce Monthly Report (HRD Form 00485.02).** This report is contract specific. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City's construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
2. **Company-Wide Workforce Monthly Report (HRD Form 00485.03).** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15th of each month. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

III. Submittal Required for Final Contract Payment.

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

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

A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the Proposer's request and the Proposer's documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith

efforts to secure minority and female participation.

B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:

1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
 - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those Proposers that are signatories to collective bargaining agreements with organized labor:
 - a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and

- b. Requested in writing from each labor union representing crafts to be employed that:
 - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
 - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
 - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
 - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
 - v. the JATC partner with workforce preparedness programs, community based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
 - c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
 - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
 - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

V. Appeals.

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
 - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
 - 2. Recommendations by the Director to assess liquidated damages;
 - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of

notice of the recommendation or determination. The appeal shall state with specificity why the Proposer believes the recommendation or determination is incorrect.

- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of HRD which could have been timely appealed.

VI. Access to Documents and Records.

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

VII. Miscellaneous.

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

VIII. Liquidated Damages; Suspension – Workforce Program.

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

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

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions

within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

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

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

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

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

- b. Name of M/WBE Firm VSM Engineering, LLC
 Address 8008 NW Chatham Avenue, Kansas City, MO 64151
 Telephone No. (816) 914-1788
 I.R.S. No. 68-0596334
- c. Name of M/WBE Firm TSi Engineering
 Address 8248 NW 101st Terrace #5, Kansas City, MO 64153
 Telephone No. (816) 599-7965
 I.R.S. No. 45-1535463
- d. Name of M/WBE Firm Taliaferro & Browne, Inc.
 Address 1020 East 8th Street, Kansas City, MO 64106
 Telephone No. (816) 283-3456
 I.R.S. No. 48-0758891
- e. Name of M/WBE Firm Vireo
 Address 929 Walnut, Suite 700, Kansas City, MO 64106
 Telephone No. (816) 756-5690
 I.R.S. No. 43-1714841
- f. Name of M/WBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>SE3, LLC</u>	<u>Contractor</u>	_____	_____	<u>5%</u>
<u>TSi Engineering</u>	<u>Contractor</u>	_____	_____	<u>5%</u>
<u>Taliaferro & Browne, Inc.</u>	<u>Contractor</u>	_____	_____	<u>5%</u>
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ _____ 15 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
VSM Engineering, LLC	Contractor			5%
Vireo	Contractor			5%

TOTAL WBE \$ / TOTAL WBE %: \$ _____ 10 %

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

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

- 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: Justin C Klaut, PE, ENV SP
Address: 800 East 101st Terrace, Suite 200
Kansas City, MO 64131
Phone Number: (816) 701-3100
Facsimile number: (816) 942-3013
E-mail Address: Justin.Klaut@wilsonco.com

By: [Signature]
Title: Operations Manager
Date: 4-19-2018
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 19 day of April, 2018.

My Commission Expires: 02/23/2022

Courtney R. Davenport
Notary Public

COURTNEY R. DAVENPORT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: 2/23/2022
Commission # 14584672



LETTER OF INTENT TO SUBCONTRACT

Contract Number 378

Project Title Storm Water Projects On-Call Engineering Services

Wilson & Company, Inc., Engineers & Architects ("Prime Contractor") agrees to enter into a contractual agreement with SE3 LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

H&H Analysis, Drainage Design, Permitting

for an estimated amount of \$ _____ or 5 % of the total estimated contract value.

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



Signature: Prime Contractor

Justin C. Klaudt, PE, ENV SP

Print Name

Operations Manager 04/18/2018
Title Date

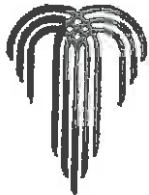


Signature: M/W/DBE Subcontractor

KERNAL STEWART

Print Name

PRESIDENT 4-19-2018
Title Date



LETTER OF INTENT TO SUBCONTRACT

Contract Number 378

Project Title Storm Water Projects On-Call Engineering Services

Wilson & Company, Inc., Engineers & Architects ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Survey, H&H Analysis, Drainage Design

for an estimated amount of \$ _____ or 5 % of the total estimated contract value.

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



Signature: Prime Contractor

Justin C. Klautt, PE, ENV SP

Print Name

Operations Manager 04/18/2018
Title Date



Signature: M/W/DBE Subcontractor

HAGOS E. ANDEBRHAN

Print Name

CEO 04/19/18
Title Date



LETTER OF INTENT TO SUBCONTRACT

Contract Number 378

Project Title Storm Water Projects On-Call Engineering Services

Wilson & Company, Inc. Engineers & Architects ("Prime Contractor") agrees to enter into a contractual agreement with TSI Engineering, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Geotechnical Engineering

for an estimated amount of \$ _____ or 5 % of the total estimated contract value.

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

[Signature]
Signature: Prime Contractor

Justin C. Klautt, PE, ENV SP
Print Name

Operations Manager 04/18/2018
Title Date

[Signature]
Signature: M/W/DBE Subcontractor

Denise B. Hervey
Print Name

Chairman 4/23/18
Title Date



LETTER OF INTENT TO SUBCONTRACT

Contract Number 378

Project Title Storm Water Projects On Call Engineering Services

Wilson & Company, Inc., Engineers & Architects ("Prime Contractor") agrees to enter into a contractual agreement with Vireo ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

BMP's, Landscape Design, Public Involvement

for an estimated amount of \$ _____ or 5 % of the total estimated contract value.

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

Justin C. Klaut
Signature: Prime Contractor

Justin C. Klaut, PE, ENV SP
Print Name

Operations Manager 04/18/2018
Title Date

Linda deFlon
Signature: M/W/DBE Subcontractor

Linda deFlon
Print Name

Owner 04/23/2018
Title Date



LETTER OF INTENT TO SUBCONTRACT

Contract Number 378

Project Title Storm Water Projects On-Call Engineering Services

Wilson & Company, Inc., Engineers & Architects ("Prime Contractor") agrees to enter into a contractual agreement with VSM Engineering, LLC ("M/WDBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/WDBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Utility Coordination, Drainage Design

for an estimated amount of \$ _____ or 5 % of the total estimated contract value.

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

[Signature]

Signature: Prime Contractor

Justin C. Klaudt, PE, ENV SP

Print Name

Operations Manager 04/18/18
Title Date

[Signature]

Signature: M/WDBE Subcontractor

Valerie S. McEaw

Print Name

President 4/18/18
Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Justin C. Klaut, acting in my capacity as Operations Manager
(Name) (Position with Firm)
of Wilson & Company, Inc., Engineers & Architects, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

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

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

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

PLEASE NOTE: Any changes in this timetable require approval of the Human Relations Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818.



(Signature)

Operations Manager
(Position with Firm)

04/18/2018
(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____
ADDRESS: _____
PROJECT NUMBER OR TITLE: _____
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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 HRD recommend or approve: (check appropriate space(s))

a. ____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
to perform _____,
(Scope of work to be performed by new firm)
for the MBE/WBE firm _____ which is currently
(Name of old firm)
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to
perform the following scope of work: _____
(Scope of work of old firm)

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

TO

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

M/WBE Monthly Utilization Report Instructions

1. Report Date: Insert the date the report was completed.
2. Project Name: Insert the name of the project for which the report is submitted.
3. City Project Number: Insert the Project Number assigned by the City.
4. Project Address: Insert the Project street address or location.
5. Contract Award Date: Insert the date the Contract was awarded.
6. City Vender ID: Insert the General Contractor's City Vender ID Number.
7. General Contractor: Insert the name of the General Contractor.
8. City Contract Number: Insert the City Contract Number.
9. Contact Person/Phone: Insert the name and phone number of the General Contractor's Contact person for the project.
10. General Contract Amount: Insert the Contract amount for the project, including all change orders or amendments.
11. Total Amount Paid by City to Date: Insert the total amount paid by the City to the General Contractor as of the end of the reporting period.
12. General Contractor Address: Insert the General Contractor's address.
13. Contract Goals: Insert the DBE, MBE, and WBE goals specified in the Contract.
14. Total Contract Days: Insert the total Contract days for this project.
15. Completion Date: Insert the scheduled maturity/completion date, including all change orders or amendments.
16. M/W/DBE Subcontractor: Insert the name of the M/W/DBE subcontractor.
17. M/W/DBE Date of Certification: Insert the date of certification of the M/W/DBE subcontractor.
18. M/W/DBE Date of Subcontract: Insert the date of the M/W/DBE subcontract.
19. M/W/DBE % of Total Contract: Insert the percentage of M/W/DBE Contract divided by General Contract amount.
20. M/W/DBE Estimated Start date: Insert the estimated start date of M/W/DBE subcontractor.
21. M/W/DBE Amount Paid This Period: Insert the dollar amount paid this period to the M/W/DBE subcontractor by the General Contractor.
22. M/W/DBE Amount Paid To Date: Insert the cumulative dollar amount paid to the M/W/DBE subcontractor by the General Contractor.
23. M/W/DBE % of Contract Paid to Date: Insert the percentage of the M/W/DBE Amount Paid to Date divided by the General Contractor's "Total Amount Paid By City to date"

Note #1: Complete one M/WBE report per project. Do not list more than one project on one report.

Note #2: If the Contract number and project number are the same, then list the number once.

Note#3: GC stands for General Contractor.

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

Phone No. _____

Fax: _____

E:mail: _____

Federal ID No. _____

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____

By _____

Print Name

Title

ATTACHMENT 5

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 6

ELECTRONIC FORMAT REQUIREMENTS

Drawings/plans

Drawings/plans should be in TIFF (.tif) format with a resolution range of 200 to 300 DPI.

The first 3 characters for the drawings # and then add 3 dashes to separate the drawing name.

Drawing Examples:

001---Cover-Sheet-and-INDEX.tif

030---A1-1.tif

121---M01.11.tif

CSI specification sections (project manuals)

CSI specification sections (project manuals) PDF (.pdf) files of documents must be scanned using a resolution range of 150 to 200 DPI.

CSI specification sections should be separated by division with no spaces.

Spec Examples:

Division-00.pdf

Division-01.pdf

Division-16.pdf

ATTACHMENT 7

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>SE3 LLC - Carrera Kauszler</u> Email: <u>ckauszler@se3.us</u>	Address: <u>230 SW Main Street #213</u> <u>Lee's Summit, MO 64063</u> Phone: <u>(816) 272-5545</u> Fax: <u>(816) 817-0747</u>
2.	Name: <u>VSM Engineering LLC - Valerie McCaw</u> Email: <u>vmccaw@vamkc.com</u>	Address: <u>8008 NW Chatham Avenue</u> <u>Kansas City, MO 64151</u> Phone: <u>(816) 914-1788</u> Fax: _____
3.	Name: <u>TSI Engineering - Linda Roe</u> Email: <u>lroe@tsigeotech.com</u>	Address: <u>8248 NW 101st Terrace #5</u> <u>Kansas City, MO 64153</u> Phone: <u>(816) 599-7965</u> Fax: _____
4.	Name: <u>Taliaferro & Browns, Inc. - Ashli Harris</u> Email: <u>aharris@tb-cngr.com</u>	Address: <u>1020 East 8th Street</u> <u>Kansas City, MO 64106</u> Phone: <u>(816) 283-3456</u> Fax: <u>(816) 283-0810</u>
5.	Name: <u>Vireo - Scott Schulte</u> Email: <u>scott@bevireo.com</u>	Address: <u>929 Walnut, Suite 700</u> <u>Kansas City, MO 64106</u> Phone: <u>(816) 756-5690</u> Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: Wilson & Company, Inc., Engineers & Architects
 Submitted By: Justin C. Klaudt, PE
 Title: Operations Manager
 Telephone No.: (816) 701-3100
 Fax No.: (816) 942-3013
 E-mail: Justin.Klaudt@wilsonco.com
 Date: 04/23/2018