



Agenda - Final

Transportation, Infrastructure and Operations Committee

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

Wednesday, September 15, 2021

9:00 AM

26th Floor, Council Chamber

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

Aviation

210708 Authorizing a \$55,620.00 Amendment No. 2 with WSP USA Inc., for the Airfield and Landside Design project at CBW Downtown Airport; and authorizing a maximum expenditure of \$61,182.00 for a total contract amount of \$467,280.00.

Attachments: [210708 Fiscal Note](#)
[210708 Fact Sheet](#)
[Ordinance 210708-Docket Memo 62200529.Revised](#)

210710 Authorizing a \$1,214,435.00 contract with Citadel Electric Group, Inc. for the Airfield and Landside Design at CBW Downtown Airport project; and authorizing a maximum expenditure of \$1,335,879.00.

Attachments: [210710 Fiscal Note](#)
[210710 fact sheet](#)
[210710-Docket Memo](#)

210748 Authorizing a \$300,000.00 Amendment No. 6 with Wellner Architects, Inc. for Airport Facilities Development at Kansas City International Airport and Charles B. Wheeler Downtown Airport for a total contract amount of \$2,800,000.00; and authorizing a maximum expenditure of \$330,000.00.

Attachments: [210748 Fiscal Note](#)
[210748 Fact Sheet](#)
[210748-Docket Memo.Revised](#)

Water Services

210723 Authorizing a \$5,638,202.00 design professional services contract Amendment No. 1 to Contract No. 1587 with Burns & McDonnell Engineering Company, Inc., for the Todd Creek Facility Plan Update project for a total contract amount of \$6,439,231.00.

Attachments: [210723 Fact Sheet](#)
[210723 Fiscal Note](#)
[210723 9-15-21 TIO Presentation](#)
[210723 Contract](#)
[210723-Docket Memo.Revised](#)

210726 Authorizing the Director of Water Services to execute a \$725,365.00 (year 1 obligation) Contract Amendment No. 6 to Contract EV2087 with Milestone Utility Services, Inc., to extend support for the Milestone Pay Portal and corporate website and to add Amazon Web Services and additional customer support modules; and authorizing the Director to amend the Contract and execute five one-year renewal options.

Attachments: [210726 Fact Sheet](#)
[210726 Fiscal Note](#)
[210726 Contract](#)
[210726-Docket Memo.Revised](#)

210738 Authorizing a \$1,300,000.00 professional, specialized, or technical services contract with Pure Technologies U.S. Inc. d/b/a Wachs Water Services for the Water Valve and Hydrant Assessments, Mapping, and Data Management Program; and authorizing four successive one-year renewal options for a maximum expenditure of \$6,500,000.00 without further City Council approval.

Attachments: [210738 Fact Sheet](#)
[210738 Fiscal Note](#)
[210738 9-15-21 TIO Presentation](#)
[210738 Contract](#)
[210738-Docket Memo](#)

210739 Authorizing additional expenditures of \$767,628.00 for a \$853,699.00 design professional services contract Amendment No. 1 to Contract No. 9265 with HNTB Corporation, for the 36-Inch Water Main Extension N.E. 64th Street and N. Brighton Avenue to N.E. Pleasant Valley Road Near Searcy Creek Parkway project for a total contract amount of \$1,373,973.00.

Attachments: [210739 Fact Sheet](#)
[210739 Fiscal Note](#)
[210739 9-15-21 TIO Presentation](#)
[210739 Contract](#)
[210739-Docket Memo.Revised](#)

City Manager

210732 Authorizing the City Manager to execute a First Amendment to Cooperative Agreement for Purchase and Use of Real Property; and authorizing the City Manager to enter into a City Parking Cooperation Agreement with the Kansas City Area Transportation Authority.

Attachments: [No Fact Sheet 210732](#)

Public Works

[210751](#) Authorizing an amendment to the construction manager at risk (CM@Risk) contract with KC Streetcar Constructors for the Kansas City Streetcar Main Street Extension Project to restructure the scope of the Phase 2 construction services into Phases 2A, advanced work packages, and 2B, construction services under FGMP; authorizing the expenditure up to \$6,677,475.00 for Phase 2A; and recognizing this ordinance as having an accelerated effective date.

Attachments: [210751 Fact Sheet](#)
[210751 Fiscal Note](#)

[210752](#) Estimating revenue in the amount of \$170,000.00 in the Capital Improvements Fund; appropriating that amount to the Bus Stop Improvements account; authorizing the Director of Public Works to execute a \$170,000.00 cooperative agreement with Kansas City Area Transportation Authority ("KCATA") for the Bus Stop Improvement Project.

Attachments: [210752 Appropriation Admin](#)
[210752 Fact Sheet-General](#)
[210752 Fiscal Note](#)

HELD IN COMMITTEE

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

2. Closed Session

Any closed session may be held via teleconference.

- Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
- Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
- Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
- Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
- Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
- Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
- Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

Adjournment



Legislation Text

File #: 210708, Version: 1

ORDINANCE NO. 210708

Authorizing a \$55,620.00 Amendment No. 2 with WSP USA Inc., for the Airfield and Landside Design project at CBW Downtown Airport; and authorizing a maximum expenditure of \$61,182.00 for a total contract amount of \$467,280.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute a \$55,620.00 Amendment No 2 with WSP USA Inc., for design professional services for Contract No. 62200529, Construction Administration Services on Project 62200529 for a total contract amount of \$467,280.00. A copy of the amendment is on file in the Aviation Department.

Section 2. That the sum of \$61,182.00 has been previously appropriated to Account No. 22-8300-627270-B.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210708
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LEGISLATION IN BRIEF:

Authorizing a \$55,620.00 Amendment No. 2 with WSP USA Inc., for the Airfield and Landside Design project at CBW Downtown Airport; authorizing a maximum expenditure of \$61,182.00.

What is the purpose of this legislation? CAPITAL

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

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

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

Does this Legislation Increase Appropriations? NO Yes/No
 0

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

Section 00: Notes:

This repair project was programmed in the FY22 Five-Year Capital Improvement Plan

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8300	627270	B	62200529	\$ 61,182.00	

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

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

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

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

NET IMPACT ON OPERATIONAL BUDGET				\$ -	\$ -
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RESERVE STATUS:

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

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8300	Aviation	\$ 61,182.00						
TOTAL EXP		\$ 61,182.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET Per-YEAR IMPACT	\$ (61,182.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET IMPACT (SIX YEARS)								(61,182.00)

REVIEWED BY **Aaron Dispenza, OMB** DATE **8/16/2021**

CONTRACT

210708

Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Project No. 62200529 - Airfield and Landside Design at CBW Downtown Airport	Routine	To authorize execution of Amendment 2 to the Design Professional agreement.

Details

<p>Reason for Contract Authorizing a \$55,620.00 Amendment No. 2 with WSP USA Inc., for the Airfield and Landside Design project at CBW Downtown Airport; authorizing a maximum expenditure of \$61,182.00.</p>
<p>Project Description/Justification The original agreement, executed on 08/10/20 for \$355,500, provided for the Design Professional (DP) to perform engineering services for preliminary, design, bidding, and construction phases and incidental special services including geotechnical, environmental documentation, state and federal permitting, land surveying and geospatial surveying related to airfield and landside airport development projects at the Charles B. Wheeler Downtown Airport (MKC). At the City's discretion, this selection can be retained for projects initiated within five (5) years of the effective date of the initial contract.</p> <p>Services provided by the DP under the original agreement included engineering design and bidding phase services for 1) VMLY&R (old terminal building) electrical upgrades, 2) perimeter fence repair and replacement, 3) airfield storm sewer rehabilitation and 4) rehabilitate Richards Rd. and Lou Holland Dr.</p> <p><u>Amendment No. 1:</u> provided pre-construction services, construction management, inspection and observation services and final project close-out documentation for the airfield storm sewer rehabilitation (Project No. 62210539); authorizing a maximum expenditure of \$61,776.00.</p> <p><u>Amendment No. 2:</u> provide pre-construction services, construction management, inspection and observation services and final project close-out documentation for the VMLY&R (old terminal building) electrical upgrades located at 250/300 Richards Rd.; authorizing a maximum expenditure of \$61,182.00.</p> <p>Solicitation This Project was advertised in accordance with the City's requirements.</p>

Roles and Responsibilities

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

Policy/Program Impact

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

(Continued on next page)

Inter-Departmental Communication

Date: September 14, 2021

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

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

Subject: Revised Docket Memo for Amendment 2 #:210708

CONTRACTOR: WSP USA, Inc.
 Address: 300 Wyandotte St., Suite 200
 Kansas City, MO 64105
 Contract #: 62200529 – Airfield & Landside Design at CBW
 Downtown Airport
 Contract Amount: \$467,280.00 (\$55,620 on Amendment 2)
 MBE Goal: 15%
 WBE Goal: 10%
 Total MBE Achieved: 15%
 Total WBE Achieved: 11%

MBE SUBCONTRACTORS:
 Name: Tech Services to Go, Inc. dba TSi Geotechnical
 Address: 8248 NW 101st Terrace, #5
 Kansas City, MO 64153
 Scope of Work: Subsurface / Geotechnical Investigation
 Dollar Amount: 4%
 Ownership: Hervey, Denise
 Structure: African-American Female Code 23

MBE SUBCONTRACTORS:
 Name: FSC, Inc.
 Address: 9225 Indian Creek Parkway, Suite 300
 Overland Park, KS 66210
 Scope of Work: Electrical Engineering Services
 Dollar Amount: 11%
 Ownership: Garapaty, Sonia
 Structure: Asian-American Female Code 26

WBE SUBCONTRACTORS:

Name: Trekk Design Group, LLC
Address: 1411 E. 104th St.
Kansas City, MO 64131
Scope of Work: Surveying
Dollar Amount: 11%
Ownership: Robinett, Kimberly
Structure: Caucasian Female Code 27

Comments:

Original Contract Amount: \$355,500.00
Amendment 1: \$ 56,160.00
Current Contract Amount: \$411,660.00
Proposed Amendment 2: \$ 55,620.00
Proposed Contract Amount: \$467,280.00

According to B2G, the prime contractor is currently achieving the following participation on the contract:

Dollars paid to prime contractor by City to date: \$198,918.83
Dollars paid to MBEs by prime contractor to date: \$34,520 for 17% MBE.
Dollars paid to WBEs by prime contractor to date: \$20,743.01 for 10% WBE.



Legislation Text

File #: 210710, Version: 1

ORDINANCE NO. 210710

Authorizing a \$1,214,435.00 contract with Citadel Electric Group, Inc. for the Airfield and Landside Design at CBW Downtown Airport project; and authorizing a maximum expenditure of \$1,335,879.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute a contract with Citadel Electric Group, Inc. for construction services for Project No. 62200529 - Airfield and Landside Design for \$1,214,435.00 from funds previously appropriated to Account No. 22-8300-627270-62200529-B. A copy of the contract is on file in the Aviation Department.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Assistant City Attorney

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210710
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LEGISLATION IN BRIEF:

Authorizing a \$1,214,435.00 contract with Citadel Electric Group, Inc. for the Airfield and Landside Design at CBW Downtown Airport; authorizing a maximum expenditure of \$1,335,879.00.

What is the purpose of this legislation? CAPITAL

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

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

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

Does this Legislation Increase Appropriations? NO Yes/No
 0

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

Section 00: Notes:

This repair project was programmed in the FY22 Five-Year Capital Improvement Plan

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8300	627270	B	62200529	\$ 1,335,879.00	

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

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

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

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

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

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

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8300	Aviation	\$ 1,335,879.00						
TOTAL EXP		\$ 1,335,879.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET Per-YEAR IMPACT	\$ (1,335,879.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET IMPACT (SIX YEARS)		(1,335,879.00)						

REVIEWED BY **Kitty Steffens, OMB** DATE **8/15/2021**

CONTRACT

210710

Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Project No. 62200529 - Airfield and Landside Design at CBW Downtown Airport	Routine	To authorize execution of a Construction Contract

Details

<p>Reason for Contract</p> <p>Authorizing a \$1,214,435.00 contract with Citadel Electric Group, Inc. for the Airfield and Landside Design at CBW Downtown Airport</p>
<p>Project Description/Justification</p> <p>This project will be completed at the VMLY&R Building (old terminal building) located at the Charles B. Wheeler Downtown Airport and will include construction phase services to replace the existing main switchboard (5000 ampere) and associated busduct from the main service distribution switchgear located in the outdoor monument enclosure.</p> <p>The current switchboard was sized to support demand when the facility served as a passenger terminal building. The electrical service requirements for lighting, office equipment and mechanical systems are significantly lower today and will require a 3000 ampere switchboard for current and future use.</p>
<p>Solicitation</p> <p>This Project was advertised in accordance with the City's requirements.</p>
<p>Human Relations Approval</p> <p>Contract information was submitted to the Human Relations Department (HRD) for review and determination. See attached docket memo.</p> <p>HRD approved MBE/WBE percentages of MBE (5%) and WBE (5%) participation. Citadel's proposed M/WBE participation is 6.5% MBE and 5.9% WBE. The approved MBE firm is as follows: Alpha Energy & Electric (6.5%). The approved WBE firm is as follows: Kansas City Electrical Supply (5.9%).</p>
<p>Fairness in Construction Board</p> <p>There is no appeal on this contract pending before the Fairness in Construction Board.</p>

Roles and Responsibilities

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

Policy/Program Impact

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

(Continued on next page)

Inter-Departmental Communication

Date: July 3, 2021

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

From: Andrea Dorch Director Human Relations Department

Subject: Docket Memo #: 210710

CONTRACTOR: Citadel Electric Group, Inc.
Address: 31710 E. Colbern Rd.,
Oak Grove, MO 64075
Contract # 62200529 – Airfield & Landside Design
(Electrical Upgrades)
Contract Amount: \$1,214,435.00
MBE Goal 5%
WBE Goal: 5%
Total MBE Achieved: 6.5%
Total WBE Achieved: 5.9%

MBE SUBCONTRACTORS:

Name: Alpha Energy & Electric, Inc.
Address: 1100 E. 34th St.
Kansas City, MO 64109
Scope of Work: Furnish, & Install Switchboards & Panelboards
Dollar Amount: \$80,000
Ownership: Ike Nwabuonwu
Structure: African-American Male Code 15

WBE SUBCONTRACTORS:

Name: Kansas City Electrical Supply Co
Address: 4451 Troost Ave,
Kansas City, MO 64110
Scope of Work: Furnish electrical cable, conduit, fittings, hangers
Dollar Amount: \$72,000 (\$120,000 X 60%)*
Ownership: Kaylin Crain
Structure: Caucasian Female Code 27

Comments:

*Note: Suppliers are credited at 60% of materials' cost.



Legislation Text

File #: 210748, Version: 1

ORDINANCE NO. 210748

Authorizing a \$300,000.00 Amendment No. 6 with Wellner Architects, Inc. for Airport Facilities Development at Kansas City International Airport and Charles B. Wheeler Downtown Airport for a total contract amount of \$2,800,000.00; and authorizing a maximum expenditure of \$330,000.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute Amendment No. 6 with Wellner Architects, Inc. for design professional services for Project No. 62170486 - Airport Facilities Development adding \$300,000 for a total contract amount of \$2,800,000. A copy of the amendment is on file with the Aviation Department.

Section 2. Authorizing a maximum expenditure of previously appropriated funds from Account No. 22-8300-627270-B in the amount of \$330,000.00.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Nelson V. Munoz
Deputy City Attorney

CONTRACT

210748

Ordinance Fact Sheet

Brief Title	Approval Deadline	Reason
Project No. 62170486 - AFD at KCI Airport and CBW Downtown Airport	Routine	To authorize execution of Amendment 6 to the Design Professional Agreement.

Details

Reason for Contract
 Authorizing a \$300,000 Amendment No. 6 with Wellner Architects, Inc. for Airport Facilities Development at KCI & CBW Downtown Airport; authorizing a maximum expenditure of \$330,000.

Discussion

Project Justification
 The Aviation Department needs to be able to respond in a timely manner to requests at Kansas City International Airport and the Charles B. Wheeler Downtown Airport that were not originally identified during the Capital Improvements Program process. This agreement provides the mechanism to achieve that goal.

Project Description
 The original agreement executed on Nov. 20, 2017, for \$600,000, allowed the consultant to provide research airport related issues, provide airside and landside planning guidelines, develop project plans and specifications, assist securing project financing, provide construction management services, provide program and other related services.
 Amendment No. 1, executed on Aug. 30, 2018 for \$500,000 resumed the means to both start & complete new & existing Task Orders respectively.
 Amendment 2, executed on Sep. 20, 2019 replenished the Aviation Department's ability to complete and start new Task Orders as needed.
 Amendment 3, executed on Jan. 6, 2020 added further funding for the Aviation Department to complete and start new Task Orders as needed.
 Amendment 4, executed on May 5, 2020, provided the Aviation Department resources to complete and start new Task Orders as needed.

Roles and Responsibilities

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

Policy/Program Impact

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

(Continued on next page)

Inter-Departmental Communication

Date: September 14, 2021

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

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

Subject: Revised Docket Memo for Amendment 6 # 210748

CONTRACTOR: Wellner Architects, Inc.
Address: 802 Broadway, 4th Floor
Kansas City, MO 64105
Contract # 62170486 – Airport Facilities Development – Amendment 6
Contract Amount: \$2,800,000.00 (\$300,000 on Amendment 6)
MBE Goal 15%
WBE Goal: 10%
Total MBE Achieved: 15%
Total WBE Achieved: 10%

MBE SUBCONTRACTORS:

Name: Tech Services to Go, Inc. dba TSi Geotechnical
Address: 8248 NW 101st Terrace, #5
Kansas City, MO 64153
Scope of Work: Geotechnical
Dollar Amount: 3%
Ownership: Hervey, Denise
Structure: African-American Female Code 19

MBE SUBCONTRACTORS:

Name: SK Design Group, Inc.
Address: 4600 College Blvd., Suite 100
Overland Park, KS 66211
Scope of Work: Civil Engineering
Dollar Amount: 5%
Ownership: Mahobian, Sassan
Structure: Asian-American Male Code 18

MBE SUBCONTRACTORS:

Name: FSC, Inc.
Address: 9225 Indian Creek Pkwy, Suite 300
Overland Park, KS 66210
Scope of Work: Fire Protection Engineering
Dollar Amount: 2%
Ownership: Garapaty, Sonia
Structure: Asian-American Female Code 22

MBE SUBCONTRACTORS:

Name: Taliaferro & Browne, Inc.
Address: 1020 E. 8th St.
Kansas City, MO 64106
Scope of Work: Surveying
Dollar Amount: 5%
Ownership: Andebrhan, Hagos
Structure: African-American Male Code 15

WBE SUBCONTRACTORS:

Name: Leigh & O’Kane Inc.
Address: 250 NE Mulberry, Suite 201
Lee’s Summit, MO 64086
Scope of Work: Structural Engineering
Dollar Amount: 9.9%
Ownership: Bush, Amanda
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Macy Consulting Services
Address: 6141 Walnut St.
Kansas City, MO 64113
Scope of Work: Project Administration Services
Dollar Amount: 0.05%
Ownership: Macy, Babette
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Kansas City Testing & Engineering, LLC
Address: 1308 Adams St.
Kansas City, KS 66103
Scope of Work: Environmental Site Assessment
Dollar Amount: 0.05%
Ownership: DeCoursey, Elisabeth
Structure: Caucasian Female Code 27

Comments:

This is a IDIQ contract, so all subcontract amounts (and the final contract amount) are subject to change based on the types of projects and the scopes of work involved in the projects which will be included in the contract.

Original Contract Amount:	\$ 600,000.00
Amendment 1:	\$ 500,000.00
Amendment 2:	\$ 500,000.00
Amendment 3:	\$ 160,000.00
Amendment 4:	\$ 740,000.00
Amendment 5:	\$ <u>0.00</u>
Current Contract Total:	\$2,500,000.00
Proposed Amendment 6:	\$ <u>300,000.00</u>
Proposed Contract Amount:	\$2,800,000.00

According to B2G, the prime contractor is currently achieving the following participation on the contract:

Dollars paid to prime contractor by City to date: \$1,965,615.82
Dollars paid to MBEs by prime contractor to date: \$610,657.78 for 31% MBE.
Dollars paid to WBEs by prime contractor to date: \$114,584.21 for 6% WBE.



Legislation Text

File #: 210723, Version: 1

ORDINANCE NO. 210723

Authorizing a \$5,638,202.00 design professional services contract Amendment No. 1 to Contract No. 1587 with Burns & McDonnell Engineering Company, Inc., for the Todd Creek Facility Plan Update project for a total contract amount of \$6,439,231.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services Department is authorized to execute Amendment No. 1 to Contract No. 1587 in the amount of \$5,638,202.00, for a total contract amount of \$6,439,231.00 with Burns & McDonnell Engineering Company, Inc., for the Todd Creek Facility Plan Update project, Project No. 81000927. A copy of this amendment is on file in the office of Water Services.

Section 2. That the Director of Water Services is authorized to expend up to the sum of \$5,638,202.00 from Account No. 22-8110-807778-B-81000927, Sewer Treatment Facilities, to satisfy the cost of this contract.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Assistant City Attorney

CONTRACT

210723

Ordinance Fact Sheet

Amendment Form

Brief Title	Approval Deadline	Reason
Todd Creek Facility Plan Update, Amendment 1		To authorize execution of an amendment and expenditures.

Details

Reason for Contract

This Design Professional Services project is for an updated facility plan for the Todd Creek Wastewater Treatment Plant (WWTP) due to the age of the facility, changing site conditions, and maximum capacity. This proposed amendment is for development of construction contract documents for the selected alternative in the facility plan.

The Todd Creek WWTP is located at 7600 NW 144th Street, in Platte County, Kansas City, Missouri.

Discussion

Contract Summary

City Council approved Ordinance No. 200317 on May 14, 2020 approving a maximum expenditure of \$801,029.00 with Burns & McDonnell Engineering Company, Inc. for the Todd Creek Facility Plan Update project.

Contract + Proposed Amendment Cost Summary

Original Contract:	\$801,029.00
Proposed Amendment No. 1:	\$5,638,202.00
Total:	\$6,439,231.00

Project Justification

The Todd Creek WWTP was built in 1968 and consisted of two contact stabilization basins with chlorine disinfection. The wastewater plant was upgraded in 1990 with a third larger extended aeration basin, and the two smaller contact stabilization basins were converted to sludge holding cells. The chlorine disinfection process has been replaced with a UV disinfection process. Treated effluent flows to Todd Creek.

Due to changing conditions in the area, the wastewater plant is approaching maximum capacity. The current permitted design flow is 3.4 million gallons per day.

Project Description

The Water Services Department wishes to contract with a design professional consultant to provide a Facility Plan update for the Todd Creek WWTP.

Roles and Responsibilities

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

Policy/Program Impact

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

(Continued on reverse side)

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210723
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LEGISLATION IN BRIEF:

Authorizing a \$5,638,202.00 design professional services contract Amendment No. 1 to Contract No. 1587 with Burns & McDonnell Engineering Company, Inc., for the Todd Creek Facility Plan Update project for a total contract amount of \$6,439,231.00

What is the purpose of this legislation? OPERATIONAL

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

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

Does this legislation estimate new Revenues? Yes/No
 0

Does this Legislation Increase Appropriations? Yes/No

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

Section 00: Notes:

This legislation authorizes Amendment No. 1 to Contract No. 1587 with Burns & McDonnell Engineering Company, Inc., for the Todd Creek Facility Plan Update project, authorizing an expenditure from previously appropriated funds in the amount of \$5,638,202.00 for a total contract amount of \$6,439,231.00. The City Council previously authorized \$801,029.00 with approval of the original contract (Ordinance 200317).

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
8110	807778	B	81000927	\$5,638,202.00	

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

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

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

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

NET IMPACT ON OPERATIONAL BUDGET

	-	-
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RESERVE STATUS:

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

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
8110	Sewer Fund	5,638,202						
TOTAL EXP		5,638,202	-	-	-	-	-	-

NET Per-YEAR IMPACT	(5,638,202)	-	-	-	-	-	-
NET IMPACT (SIX YEARS)	(5,638,202.00)						

REVIEWED BY Tanner Owens DATE 8/17/2021



TRANSPORTATION, INFRASTRUCTURE & OPERATIONS COMMITTEE

SEPTEMBER 15, 2021



ORDINANCE NO. 210723

Todd Creek Facility Plan Update, Amendment No. 1

Authorizing a \$5,638,202.00 design professional services contract Amendment No. 1 to Contract No. 1587 with Burns & McDonnell Engineering Company, Inc., for the Todd Creek Facility Plan Update project for a total contract amount of \$6,439,231.00.

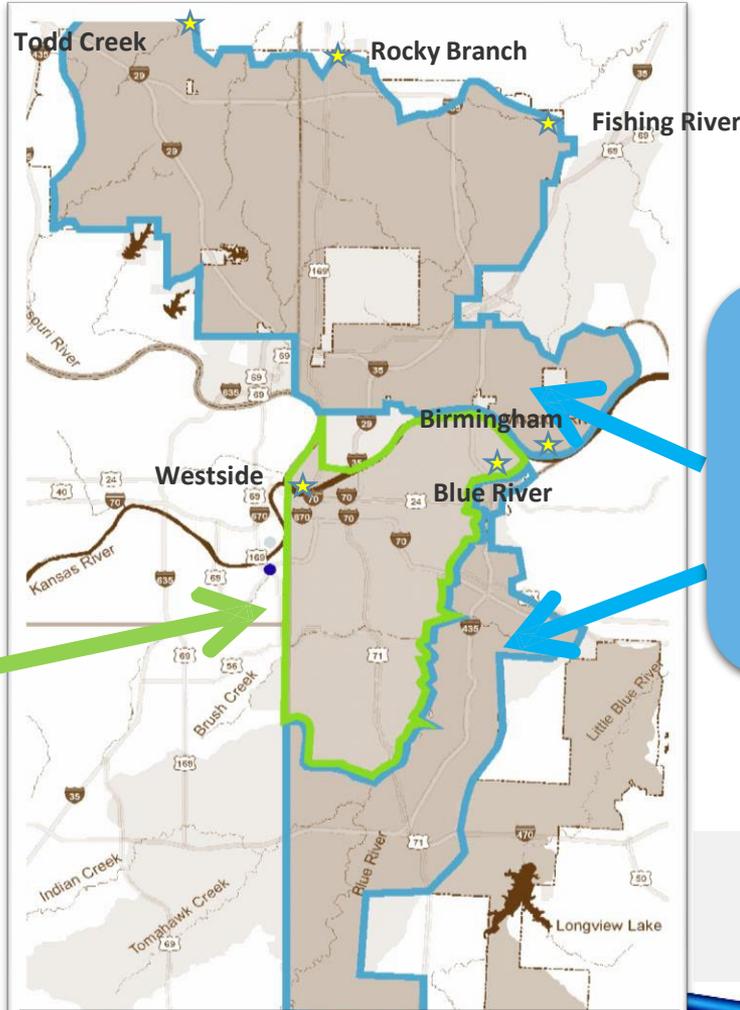
Wastewater System

Combined Sewer System

- 58 square miles
- 1,060 miles of pipe
- Dates back to 1857
- 90 outfalls
- 6.4 billion gallons of overflow (avg./year)

Separate Sewer System

- 260 square miles
- 1,750 miles of pipe
- Dates back to 1960s

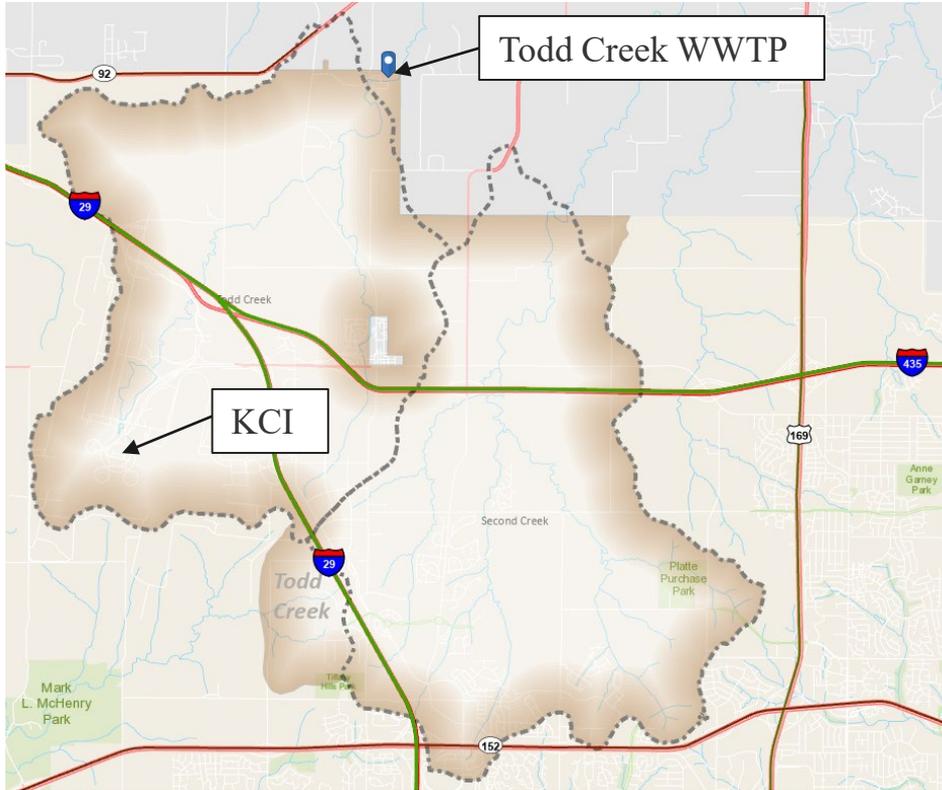


670,000 People Served

Combined Sewer System
Separate Sewer System

★ WWTPs

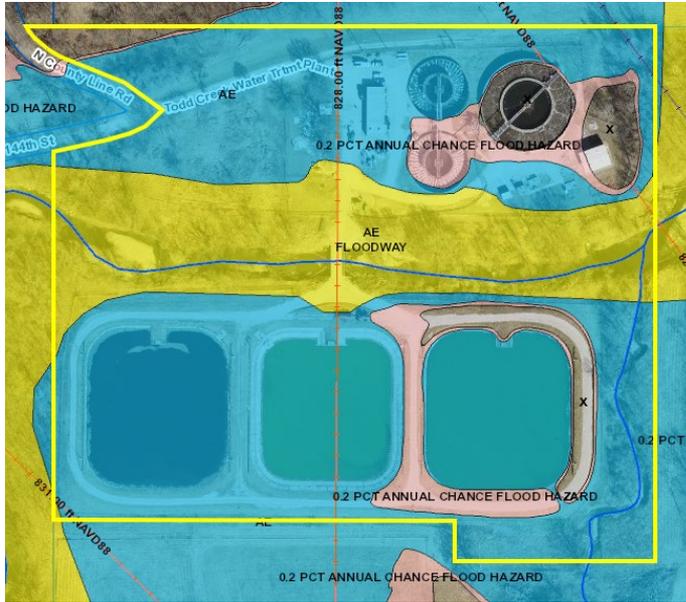
ORDINANCE NO. 210723



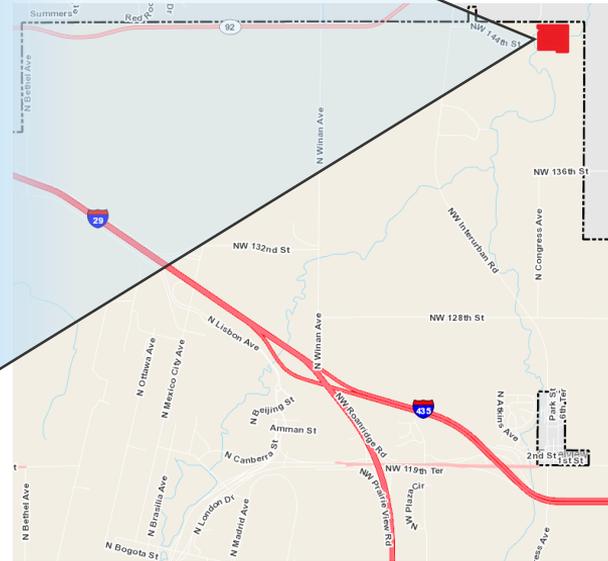
- Todd Creek WWTTP project drivers
 - Condition of facilities
 - Service population growth
 - Watershed development
 - KCI development and aircraft de-icing contributions
 - Industrial development
 - Platte County interconnection
 - Existing treatment facility in the flood plain

ORDINANCE NO. 210723

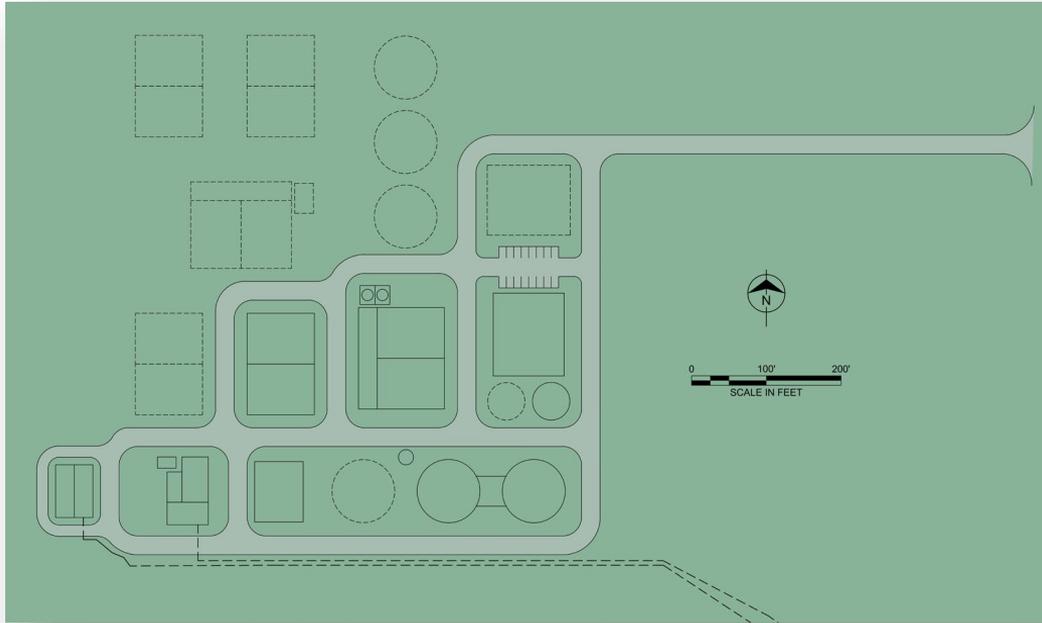
-  Floodway
-  100 Year Flood Plain
-  500 Year Flood Plain



Todd Creek Site Flood Plain



ORDINANCE NO. 210723



Preliminary Todd Creek General Plant Layout

- Current plant permit:
 - 3.4 MGD
 - 27,000 population equivalent
 - Currently at 90% of capacity
- New plant design will be expandable for a watershed of up to 75,000 people



THANK YOU



DESIGN PROFESSIONAL SERVICES AGREEMENT

PROJECT/CONTRACT NO. 81000927/1587

TODD CREEK FACILITY PLAN UPGRADE

KC WATER DEPARTMENT

CITY OF KANSAS CITY, MISSOURI

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

- A. The services to be provided under this Agreement are for the following project (Project) and purpose: The preparation of the Todd Creek Facility Plan Upgrade.

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

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. 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 maximum amount that City shall pay Design Professional under this Agreement is \$801,029.00, as follows:
1. \$ 430,213.00 for the services performed by Design Professional under this Agreement.
 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
 3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$370,816.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
 4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$ 0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
 5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
 6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in

Attachment A. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of offset until such time as the exact amount of damages due City from Design Professional may be determined.
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City:

KC WATER

D. Matt Bond, Deputy Director
4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0168 Facsimile: (816) 513-0288
E-mail address: matt.bond@kcmo.org

Design Professional:

Burns & McDonnell Engineering Company, Inc.
Contact: Jeff Keller
9400 Ward Parkway, Kansas City, MO 64114
Phone: (816) 333-9400 Facsimile: (816) 333-3690
E-mail address: jkeller@burnsmcd.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

Attachment A – Scope of Services

Attachment B – Electronic Format Requirements

Attachment C – Engineering Fee Summary and Schedule of Position Classifications

Attachment D - Licensed Geographical Information System Data

Attachment E – HRD Documents

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

Attachment F – Employee Eligibility Verification Affidavit

Attachment G – Non-Construction Subcontractors Listing

Sec. 10. Documents Incorporated by Reference. The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

Sec. 11. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed **Attachment G**, “Non-Construction Subcontractors Listing” form.

Sec. 12. 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. 13. 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 E**. 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. 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.

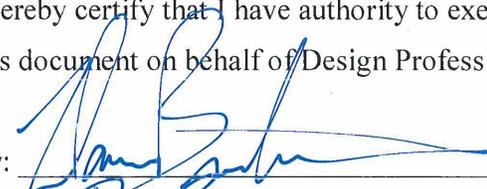
Each party is signing this Agreement on the date stated opposite that party's signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

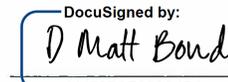
I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: Tuesday May 26, 2020

By: 
Name: DAVID BRICKMAN
Title: VICE PRESIDENT

KANSAS CITY, MISSOURI

Date: 6/2/2020

By: 
Name: D Matt Bond
Title: Deputy Director

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.

 6/15/2020
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 \$160,000.00. 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.

Sec. 24. Quality Services Assurance Act.

Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

ATTACHMENT A

SCOPE OF SERVICES

Design Professional: Burns & McDonnell Engineering Company, Inc.
Owner: City of Kansas City, Missouri
Project: 81000927 Todd Creek Facility Plan Upgrade
Contract No: 1587

I. GENERAL

The following paragraphs provide a general description of the WORK required for this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP).

- A. The Project. The Water Services Department (KC Water) of the City of Kansas City, Missouri (CITY) wishes to contract with the DP to provide a Facility Plan, which will include a projections of future flows and loads, current treatment and hydraulic capacity, current plant condition, recommendations for upgrades and/or repairs, BIM model development, and process improvements for the Todd Creek Wastewater Treatment Plant at 7600 NW 144th Street, Kansas City, MO 64163.
- B. Background Information and General Description of Activities.
1. The CITY, acting through WSD, is undertaking this project to develop a facility plan for its Todd Creek WWTP to account for changing conditions and wastewater contributors in the service area and to be able to address future regulatory requirements.
 2. Previous reports, the Wastewater Master Plan, operations data, lab data, and as-built drawings shall be made available to the DP.
 3. DP shall use e-builder document management system.
 4. DP shall use a cost loaded scheduling system such as Microsoft Project or P6.
 5. DP shall provide an updated S curve with invoice.
 6. DP shall submit meeting agendas and expected DP attendees at least three days prior to each meeting and distribute draft meeting minutes within three business days of the meeting.
 7. DP shall review existing geotechnical reports and indicate if additional borings are necessary.
 8. Any I&C work will be performed per WWTD I&C standards.
 9. DP shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.

- C. Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DP may be requested to provide other services, including additional design work, construction phase services, startup and commissioning services, and providing a resident project representative (RPR) during construction of improvements at the Todd Creek WWTP and other associated locations.
- D. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Platte County, Department of Planning and Development, Department of Aviation, other utilities, City vendors, City consultants including HDR (Regulatory Compliance Assistance), SCADA project with Black and Veatch, Storm Water Utility/Engineering, the Smart Sewer Program, and City contractors.
- E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
1. Task Series 100 - Project Management and Administration
 2. Task Series 200 - Site Investigation, Review of Existing Work, and Review of Previous Projects
 3. Task Series 300 – Facility Plan
 4. Task Series 400 - Envision™ Sustainability Design
- F. Travel. DP may request pre-approval for reimbursement of non-local travel. The CITY’s Project Manager may approve or disprove the travel expense. Any travel request after the fact shall be denied.
- G. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. Closeout. Design Professional will provide deliverables and requested backup files. HRD completion forms and other required documents will be submitted before final payment.
- I. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP’s opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP’s opinions of probable cost. The cost opinions’ level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP’s opinions of probable operations and maintenance costs. DP will utilize design-build cost estimators and best

practices from the construction community and design community to develop their capital cost model. DP will utilize O&M specialists in the development of the O&M model. O&M Specialists assigned to work on this project shall have demonstrated hands-on utility and facility operations experience. Resumes for the cost estimators and O&M specialists will be provided to WSD for approval before cost estimating tasks begin. DP shall immediately notify the PM if the estimates are over the construction budget after initial QA. City reserves the right to call a cost estimate review meeting at WSD offices.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

A. Project Milestones and CITY Review Requirements

1. Task Series 100 shall be completed within 270 calendar days following the City's issuance of a Notice To Proceed, NTP, to the DP
2. Task Series 200 and 300 shall be completed within 270 calendar days following the CITY's issuance of a NTP.
3. Task Series 400 shall be completed within 270 calendar days following the CITY's issuance of a NTP.
4. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 135 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
5. DP may suggest schedule modifications to the scope of work

B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

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

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project administration management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific

Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices (showing, task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, review draft outline of DP's proposed Work Plan, and other logistics of project execution, including anticipated project schedule, cost loaded schedule, expected MBE/WBE utilization schedule, and general content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff three business days prior to the meeting and prepare and distribute the meeting minutes within three business days of the meeting date.

Task 106 Work Plan

1. **Work Plan Format.** DP shall prepare a written Work Plan. The Work Plan for the project includes, at a minimum the following:
 - a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the CITY.

- b. A summary of the project's scope of services.
 - c. Detailed cost-loaded schedule for performance of all work.
 - d. Sustainable planning and design goals, objective and processes.
 - e. Communication protocols for the project team.
 - f. Document format, naming conventions, storage, handling and distribution details as needed to support the function of the project team.
 - g. Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. **Submitting Work Plan.** DP shall submit the draft Work Plan (a single electronic file in portable document format - PDF) within 7 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

Task 107 Progress Meetings

Participate in up to nine (9) monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

TASK SERIES 200 - SITE INVESTIGATION, REVIEW OF EXISTING WORK, AND REVIEW OF PREVIOUS PROJECTS

Task 201 Review Existing Documents and Drawings

DP shall perform a compilation and review of pertinent existing documents including but not limited to: 2016 Comprehensive Wastewater Master Plan, schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and flood way data, existing geotech reports, and other sources provided by the CITY.

Task 202 Flow and Load Projections

1. DP shall review current and historical plant performance data provided by CITY. DP will review historical development and population in the watershed served by the Todd Creek WWTP. In particular, the DP will review the master plan projections and how that compares to actual flows and loads to Todd Creek. DP will evaluate the change in number of flights from KCI, industrial loads, and development in the service area to estimate loading to the facility from the airport versus other major sources. DP will obtain development records from Platte County and KCMO City Planning. KC Water will help DP in obtaining all City information.

2. DP will meet with the KCMO City Planning & Development Department as well as with Platte County and the Mid-America Regional Council to understand the future build-out of the service area and status of planned developments and the status of these activities. DP shall also obtain from the City the latest utilization and growth projections for the Kansas City International Airport.

3. DP will evaluate standard loading increases based on the proposed land usage, any active developments, actual flows and load data available from Smart Sewer Program (SSP) monitoring data and any existing WWTP data. DP may suggest additional data gathering or request data from similar Midwestern Metropolitan area utilities as additional scope. Based on this information, DP will develop forecasts of flow and loading to the Todd Creek WWTP through a 30-years planning period and a rough estimate of flow and loading due to service area build out. DP will develop projections based on time and on the ground development and airport activities.

4. KC Water has at least one interconnection with Platte County and/or Platte City and accepts flow per a service agreement. DP will verify and quantify the existence of these interconnection(s), comment on the physical integrity of the interconnection piping based on currently available data, the current and future flow and loading contribution from these interconnections including commercial and industrial sources where data is available, and consider this information in the development of overall projections of flow and loading to and subsequent infrastructure needs for Todd Creek WWTP.

3. Finally, DP will develop a methodology that KC Water can use in the future to compare anticipated loading to actual in order to allow annual adjustment of the timing of facility improvements within the KC Water CIP. This method will take into account loading increase to the Todd Creek WWTP based on the status of planned developments (platting etc..), current and future deicing plans at KCI, and actual flights at KCI. The method will balance competing objectives including reduce operational risks, reduce project execution risks, and maximizing the delay of future improvements.

Task 203 Site Investigations

1. DP shall review the condition of assets at Todd Creek WWTP from the Wastewater Master Plan and perform a visual inspection of the treatment, power, structural, architectural, and HVAC assets at the site. DP will use inspections and testing data to determine the remaining useful life of fixed and rotating assets and compare them to CITY's asset standards for expected life and the data collected during development of the Wastewater Master Plan, noting significant deviations.

2. DP shall create a digital representation (“digital twin”) of the Todd Creek WWTP site using high-definition LiDAR and photography to facilitate more efficient review of equipment layout, visual condition, orientation, and dimensions by the project team.

Task 204 Utility Survey

DP shall perform a Utility Survey of CITY property around Todd Creek WWTP. The Utility Survey will verify the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer) both above and below grade where this information is available. Survey will also provide a sizing/capacity of incoming utilities when this is provided by the service provider. DP will map process piping both above and below grade using a format applicable to a facility BIM model. DP will identify and document valves, meters, and sensors associated with the treatment process. DP will also use site observations, existing as-builts and site sketches/drawings as a baseline to determine what assets exist and their general location.

Task 205 Load Study and Electrical Work

DP will perform a visual review of the condition of electrical power feeds from Missouri Public Service Commission (PSC) and Platte-Clay Electric Cooperative, switchgear, substations, and MCCs. DP will provide an opinion regarding the available capacity of the existing power feed and any improvements needed to meet current code and CITY's preference for redundancy.

Task 206 Antidegradation Study of Todd Creek and Regulatory Guidance

DP will develop a water quality and antidegradation review (WQAR) workplan, conduct waste load allocation modeling and develop a preliminary report to inform the facility planning process and identify wastewater treatment requirements for the planned Todd Creek WWTP upgrade. Individual elements of this work include:

1. Participate in discussions with CITY and help guide the team to identify antidegradation pathways, pollutants of concern and anticipated wastewater treatment level requirements. Discussions may include site-specific issues such as dissolved oxygen (DO), potential polyfluoroalkyl substance (PFAS) sources from the Kansas City International Airport and nutrient trading opportunities. From these discussions, DP will prepare a workplan for the Todd Creek WQAR. In coordination with the project team, submit the workplan to the Missouri Department of Natural Resources (MDNR) antidegradation review staff for review and comment. This Task assumes preparation for and attendance of one meeting in Kansas City with the project team and one meeting with MDNR and the project team in Jefferson City.
2. Depending on the antidegradation review pathway, biochemical oxygen demand (BOD) and total suspended solids (TSS) effluent limits for the Todd Creek WWTP expansion will hinge on the results of DO and ammonia waste load allocation modeling for the Todd Creek receiving stream. Previous DO modeling in nearby watersheds has indicated that DO water quality standards may be challenging to meet due to naturally occurring low stream reaeration rates in the ecoregion. In this Task, DP will conduct a DO waste load allocation model to help confirm BOD and TSS limits to be included in the facility plan. Todd Creek (waterbody identification #0316) is not currently listed as impaired for DO. Therefore, a Level 1 Analysis – Uncalibrated model is presumed sufficient for DO modeling as per MDNR DO Modeling Guidance¹. This

assumption will be confirmed with MDNR during Task 1. For a Level 1 Analysis, Geosyntec will utilize a modified Streeter-Phelps spreadsheet water quality model to support the antidegradation review. A stream morphology and flow assessment will be completed for model input. This task assumes no water quality data will be required for model calibration and that nutrient modeling will not be required. BOD and ammonia waste load allocations will be developed to establish the base case for a Tier 2 antidegradation review.

3. Prepare a preliminary WQAR report based upon the workplan (Task 1) and DO modeling (Task 2). Geosyntec will be the primary author of the report. This task assumes that a Tier 2 review will be the preferred antidegradation pathway for all Pollutants of Concern (POCs). The report will summarize the antidegradation pathway and provide the project team the technical rationale to consider for an expanded discharge. The CITY will provide customer-base information required for the socio-economic impact evaluation.

4. Addressing the potential WQAR nuances such as the previous DO Todd Creek 303(d) impairment, DO modeling challenges due to low reaeration rates in Todd Creek and WWTP upgrade options will require coordination and communication with the project team and MDNR staff. To address these project issues, this Task includes preparation for and attendance of two additional coordination meetings in Kansas City and one meeting with MDNR staff in Jefferson City.

Task 207 Field Review Meeting

DP shall conduct one on-site field review meeting with CITY staff. This meeting is to be held following completion of the site investigation activities. The purpose of this meeting is to review existing conditions and to confirm the findings from the investigations done under Task 200. Meeting minutes from the field review meeting will be developed and distributed to document field direction, topics of concurrence, and recommendations.

Task 208 Site Survey Deliverables and Review

DP will present the results of Task 200 activities and provide the following deliverables to CITY for review and consideration:

1. Electronic Copy of the System Load Analysis file output in its native file format.
2. Updated Todd Creek WWTP one-line electrical diagram
3. LiDAR model files of the Todd Creek WWTP and existing condition photography.
4. Draft antidegradation report including documentation of the field activities, calculations, findings and recommendations. A recommendation of effluent water quality requirements and documentation of coordination with the Missouri Department of Natural Resources (if required).

5. A letter report documenting the findings from Task 200 activities. Information to include results of the utility study, the condition and estimated remaining life of key assets at the Todd Creek WWTP and forecasts of development, population, and flow/load to the Todd Creek WWTP.

CITY will provide review comments on items 4 and 5 and DP will address comments and subsequently issue revised deliverables.

TASK SERIES 300 - FACILITY PLAN

Task 301 Preliminary Review

1. DP shall perform an evaluation of the hydraulic and organic treatment capacity of the existing liquid and solids processes at the Todd Creek WWTP.
 - a. An initial evaluation will be a “desktop” analysis and will include data from available sources, as-built drawings, and plant performance data provided by KC Water. It will not include field performance measurements of equipment, structures and processes.
 - b. Bottlenecks in hydraulic or organic capacity identified in the desktop analysis, or unit processes where desktop capacity is determined by KC Water to not be adequate for the purposes of facility planning shall undergo field evaluation for capacity and/or performance. The cost of this activity will be covered in a dedicated allowance in the project budget.
 - c. The completed evaluation will include an updated hydraulic profile and a biological process (BioWin) model.
2. DESIGN PROFESSIONAL shall receive and review the engineering report from the Kansas City Missouri Aviation Department (KCAD) regarding the management of spent aviation deicing fluid (SADF). DP shall provide KCWater with a letter identifying any areas of concern with the report recommendations and potential follow-on activities to address the concerns.
3. KCAD is currently conducting an evaluation of and recommendations for improvements to the existing Terminal Facility deicing storage, transport, and potential pretreatment of the flows to Todd Creek WWTP. This does not include the Cargo Facilities deicing collection, storage and transport. KCWS is a partner in this effort and is responsible for the storage, transport and treatment of the flows. The combined flows include both Terminal and Cargo facilities volumes as all collected flows are pumped from the existing Terminal Facilities pump station to Todd Creek WWTP.

DESIGN PROFESSIONAL shall use available data from the CITY as well as publicly available aviation industry data to develop high-level projections and statistical values of flow and loading of SADF originating from the Cargo facilities. KC Water staff will coordinate to provide access and obtain data to fulfill the objectives of this effort. DP will integrate the results of the study currently being performed for the Terminal area deicing system and facilities in addition to the projected statistical data for the Cargo area deicing system and facilities.

4. DESIGN PROFESSIONAL shall develop and submit an engineering report that includes the hydraulic capacity and organic capacity for the current treatment unit processes for both liquid and solids processes; results from the BioWin model providing the probability of the plant meeting current and planned water quality limits with current and projected loading with and without airport SADF. DP will develop loading analysis with summer and winter temperature variations. DP will evaluate potential negative process impacts from treatment of SADF and provide potential options for mitigating these impacts. DP will provide an updated flow and load projection based on population growth, projected and planned land use, and airport development and growth. DP will coordinate with Platte County, the Department of Planning and Development, and MARC to determine flows based on approved and anticipated land usage. CITY reserves the right to have DP perform sensitivity analysis on more uncertain parameters. DP has provided an allowance for sensitivity analysis.

5. DP will lead a meeting with the City to review the findings within the completed sections of the engineering report. City will provide review and comment on the draft to the DP for incorporation into the report. DP will provide an updated engineering report to the City.

Task 302 Alternative Evaluation Review

DP will meet with PM and City staff to perform a high-level review of multiple potential project alternatives/technologies, resulting in a short list of up to 4 alternatives. These alternatives would include both on-site upgrade/rebuild and greenfield facility options. DP shall submit a report that contains an evaluation of up to 4 facility alternatives. Each alternative evaluation should include, but not be limited to: initial process flow and electrical 1-line diagrams, site plan, an AEE level 4 total cost of ownership, discussion on operation and operability, feasibility and complexity of construction and integration of improvements and/or new facilities without disruption of existing operations, the ability of the alternative to meet future permitting requirements, aesthetic and access considerations, and its ability to be cost-effectively phased. Alternatives shall be evaluated using the CITY's quadruple bottom line process to determine the preferred alternative.

Task 303 Alternative Evaluation Review

DESIGN PROFESSIONAL shall develop the preferred alternative from Task 301 into a conceptual design with the following approximate levels of completion:

Discipline	%	Key Discipline Design Content
Process	60	Draft Process flow diagrams and physical sizing for alternatives, rough integrated liquid and solids model with documentation of model parameters and scenarios to examine feasibility and need for additional sampling, validation steps, pilots, and physical models.
Site Civil	5	Major site piping sketched with a focus on right of way concerns., draft siting of major buildings/structures, review of nearby floodplain/way
Geotechnical	5	Possible boring(s) identified
Structural	5	Identify structural design requirements for the facility and recommended materials of construction
Mechanical (process piping)	0	
HVAC	5	Identify classification of key areas of the facility per NFPA 820
Plumbing	0	
Architectural	10	General arrangement and footprint of major structures, occupancy code, major materials of construction, and an architectural rendering of the facilities to use in communication and public outreach
Electrical	5	One-line diagram including backup power
P&IDs	30	Draft below the line (process) equipment for major process equipment.
Sequences of Operation, Control Block Description, Control Description Narrative	0	-

Task 304 BIM and 1-Line Model Development

DP will develop a BIM of the preferred alternative utilizing the City’s standard BIM modeling protocol. Process and building envelopes will follow LOD 200 and all other discipline work will follow LOD 100 as defined by LOD 2019, published by BIMForum / buildingSMART International. The model will incorporate information from all tasks in Series 200 and 300, as applicable.

Task 305 Review of Project Delivery Alternatives

DP will conduct a workshop-style meeting to review delivery alternatives for the preferred alternative, providing information on multiple means of project delivery including traditional design-bid-build, accelerated design, design-build delivery per the City’s current procurement approach, and 1 additional collaborative delivery method. The review will include potential impacts of the delivery method on cost, schedule, and demands on KCWater staff resources.

Task 306 Final Report

DP shall submit a Final Report consisting of a Facility Plan that conforms to all requirements of 10 CSR 20-8.110 Engineering – Reports, Plans and Specifications (Missouri Code of State Regulations) and specifically to all requirements of Section (4) Engineering Reports or Facility Plan. It shall also include the following:

1. Incorporation of findings from the engineering report developed in Task 200.
2. A description of the preferred alternative as well as concept design documents.
3. A phasing plan on when to implement projects based on, but not limited to, the need for increased capacity, more stringent effluent limits, asset lifecycle, etc.
4. Class 4 construction cost estimate including any major equipment quotes and projected O&M costs.
5. ENVISION/Quadruple Bottom Line analysis spreadsheets.
6. A review of project delivery methods to complete the work and recommendation of the preferred alternative.

DP shall provide a draft set of deliverables for review by City and lead a review meeting to discussing the content and findings in the deliverables. Comments from the City will be addressed, and DP will provide a revised set of final deliverables to the City.

Task 307 Geotechnical Investigations

DP will review existing geotechnical reports to determine if they are sufficient. If sufficient, DP may make use of previous geotechnical reports in the preliminary design development. If the DP or CITY recommends, the DP will provide geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical investigations will be sufficient to complete a preliminary design of new assets for the Todd Creek WWTP. A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying the site, present the relevant engineering properties of the existing soils, provide excavation and earthwork recommendations, including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. Submit initial geotechnical report to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Facility Plan Report. The final geotechnical report will be submitted in both PDF and TIFF formats. An allowance of \$23,500 has been included in the DPs fee for up to five borings, laboratory testing and reporting, and DP labor for subcontracting and project management.

TASK SERIES 400 - ENVISION™ SUSTAINABILITY ANALYSIS

Task 401 Envision™ Analysis

The DP will work with the City to integrate sustainable design elements into the Work through the use of the ENVISION V3 credit system as well as the City's Quadruple Bottom Line (QBL) business case evaluation process. The use of the existing QBL criteria will be integrated with the V3 credits that are applicable to the project under a single evaluation tool. This tool will provide a consolidated quantitative approach to evaluating how sustainability is evaluated through the planning and design process. The scope of this analysis includes:

1. Providing during the project kickoff, a review of Envision™ V3 credits applicable during the planning stages of the project. The purpose is to organize meaningful conversation around project goals. The project team will identify those credits that will continually be revisited and discussed through the project.
2. During the alternatives evaluation phase of work, the sustainability of each of the four alternatives will be discussed using the identified credits from the kickoff meeting. Additional credits will be tied to the existing QBL criteria. The numeric results of the analysis will be utilized as one of the factors for choosing the preferred alternative for Todd Creek WWTP improvements and provide both a QBL score and assessment of sustainable design.
3. The Final Report described in Part 302 of this scope will include an accounting of ENVISION V3 credits to continue to discuss into design of the project alternative.

The complete Envision™ credit support documentation is NOT included in the Basic Scope of Services. If the CITY decides to move forward with Envision™ verification, additional DP support services will be provided as Optional Services. All Envision™ credit evaluation shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

IV. OPTIONAL SERVICES

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$X for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- C. Special Consultants or independent professional associates requested or authorized by CITY.
- D. Completing the final (10%-100%) design of the recommended improvements
- E. Bidding Phase Services (Engineer's Estimate of Probable Construction Cost with error bars, Pre-Bid Conference, Review and Process Substitutions and "Or Equals", review bids, and conforming documents.
- F. Tagging of existing equipment in the Todd Creek WWTP.
- G. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology
- H. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.
- I. Creation of Autocad or BIM as-builts
- J. (1) Copy of the SKM program used to develop the System Load Analysis along with a minimum 1-year license
- K. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.
- L. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.
- M. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
- N. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
- O. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports,

documents or designs; or are required by any other causes beyond DESIGN PROFESSIONAL's control.

- P. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
- Q. Acceleration of the progress schedule involving services beyond normal working hours
- R. Further development and verification of Envision™ credits through conceptual to final design.
- S. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.
- T. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.
- U. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- V. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- W. Assisting CITY with appraisal and/or acquisition of additional easements.
- X. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- Y. Assistance with bid protests and re-bidding.
- Z. Providing construction phase services.
- AA. Assisting CITY with seeking Envision™ certification.
- BB. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- CC. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.
- DD. Commissioning and Startup Assistance
- EE. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
 - 1. Changes in size or complexity;
 - 2. Method of financing or availability of funding;
- FF. Additional work necessary for WWTD to fulfill its commitments.
- GG. Flood plain mitigation
- HH. Evaluation of odor control for equipment protection

- II. Direct coordination with KCAD or it's consultant(s) and other work to develop a solution for SADF management at the new terminal would be considered Additional Services under this contract.

V. CITY'S RESPONSIBILITIES

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

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. *Provide* said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- C. CITY's Project Manager will coordinate meetings between City staff and the DP.
- D. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- E. Obtain property title searches and title reports and purchasing property if needed for construction of new facilities.
- F. Provide DP will private property access agreements with current property owners to perform field investigations.
- G. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Prepare agenda and conduct the pre-bid conference.
 - 2. Advertise project Construction Contract Documents, including addenda.
 - 3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
 - 4. The CITY will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.

(End of Scope of Services)

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ * () [] { } +
 - (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf
 - b. **CSI specification sections (project manuals)**
 - (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF
 - c. **Summary:**
 - (1) Division 00 and 01 in Microsoft Word or Excel
 - (2) Division 2-16 in PDF Format
 - (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

B. General Requirements

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

C. Contract Information Management System - Project Web Requirements

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

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

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

D. Electronic File Requirements – Closeout

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

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

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

ATTACHMENT C

**ENGINEER FEE SUMMARY, SCHEDULE OF COMPLETION
AND
SCHEDULE OF POSITION CLASSIFICATIONS WITH PAY
SCALES**

ATTACHMENT C

**COMPENSATION SCHEDULE
(Effective Through 12/31/20)**

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Compensation Range</u>
General Office*	5	\$9.00 - \$33.00
Technician*	6	\$13.00 - \$38.00
Assistant*	7	\$15.00 - \$49.00
	8	\$18.00 - \$54.00
	9	\$20.00 - \$64.00
Staff*	10	\$23.00 - \$70.00
	11	\$26.00 - \$75.00
Senior	12	\$30.00 - \$79.00
	13	\$40.00 - \$89.00
Associate	14	\$45.00 - \$99.00
	15	\$55.00 - \$109.00
	16	\$60.00 - \$120.00
	17	\$70.00 - \$130.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$270 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (*) will be based on 1.5 times the employee's hourly billing rate.

7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The hourly compensation ranges shown above are effective through December 31, 2020 and subject to revision thereafter.

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL,

shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

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

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

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

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

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

<u>Todd Creek WWTP Facility Plan</u> (Department Project)	<u>KC Water Department</u> Department
<u>Burns & McDonnell Engineering Company, Inc.</u> (Bidder/Proposer)	

STATE OF Missouri

COUNTY OF Jackson

I, Jeff Keller, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are **15 % MBE** and **10 % WBE**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 28% MBE 10 % WBE

3. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). *(All firms must currently be certified by Kansas City, Missouri)*
 - a. Name of M/WBE Firm: Trekk Design Group, LLC
Address: 1411 East 104th Street, Kansas City, MO 64131
Telephone No.: 816-874-4655
I.R.S. No.: 43-1953275

- b. Name of M/WBE Firm: TSi Geotechnical, Inc.
Address: 8248 NW 101st, #5, Kansas City, MO 64153
Telephone No.: 816-599-7965
I.R.S. No.: 43-1535463

- c. Name of M/WBE Firm: Custom Engineering
Address: 12760 E US Hwy 40, Independence, MO 64005
Telephone No.: 816-350-1473
I.R.S. No.: 43-1031915

- d. Name of M/WBE Firm: DuBois Consultants, Inc.
Address: 5737 Swope Parkway, Kansas City, MO 64130
Telephone No.: 816-333-7722
I.R.S. No.: 43-1494206

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Custom Engineering	Subcontractor	\$82,856	100%	10%
DuBois Consultants, Inc.	Subcontractor	\$142,851	100%	18%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		\$225,707		28%

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Trekk Design Group, LLC	Subcontractor	\$56,527	100%	7%
TSI Geotechnical, Inc.	Subcontractor	\$20,382	100%	3%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:		\$76,909		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.

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

9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Jeffrey J. Keller, PE
Address: 9400 Ward Parkway, Kansas City, MO 64114
Phone Number: 816-822-4371
Facsimile number: 816-822-3414
E-mail Address: jkeller@burnsmcd.com

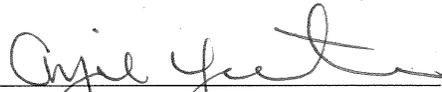
By: 
Jeffrey J. Keller

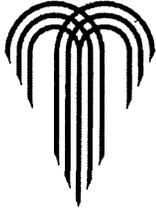
Title: Project Manager

Date: 4/8/2020
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 8th day of April, 2020

My Commission Expires: March 14, 2024


Notary Public
ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

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

Dubois Consultants, Inc. will assist in the development of a Facility Plan for the Todd Creek WWTP, providing design services for civil and structural components. MBE Subcontractor will participate in site investigations to perform visual inspection of structural assets to determine expected life. MBE Subcontractor will also support alternatives analysis, providing site piping drawings, preliminary site plans, and review of floodplain implications for each alternative. These findings will be incorporated into the final report and preliminary design.

For an estimated amount of \$142,851 or 18% of the total estimated contract value.

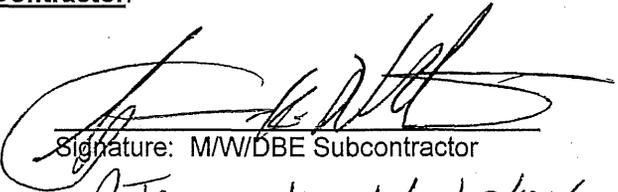
M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE 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
 Jeffrey J. Keller

 Print Name
 Project Manager 4/7/2020

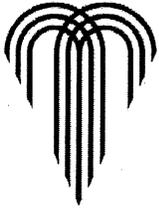
 Title Date



 Signature: M/W/DBE Subcontractor
 A. Jamu K. Webster

 Print Name
 PRESIDENT 4/6/2020

 Title Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Trekk Design Group, LLC. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

Trekk Design Group, LLC. will assist in the development of a Facility Plan for the Todd Creek WWTP, providing site documentation and surveying services. WBE Subcontractor will investigate and quantify interconnections with Platte County/Platte City sanitary sewers. WBE Subcontractor will digital laser scan information of the Todd Creek WWTP. A utility survey will be performed to verify location of gas, electric, water, sanitary sewer, and storm sewer utilities above and below grade. WBE Subcontractor will also provide data analysis support for cargo facility future flow and loading contributions to the Todd Creek WWTP.

For an estimated amount of \$56,527 or 7% 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

Jeffrey J. Keller

Print Name

Project Manager

Title

4/7/2020

Date

Signature: M/W/DBE Subcontractor

Trent Robinett

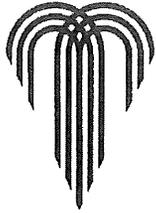
Print Name

Partner

Title

4/6/20

Date



LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical, Inc.. ("MW/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

TSi Geotechnical, Inc.. will assist in the development of a Facility Plan for the Todd Creek WWTP, providing geotechnical services. WBE Subcontractor will perform 5 soil borings to a depth of 50 feet or auger refusal. Samples will be taken at regular intervals for standard laboratory testing. A preliminary geotechnical report will be provided summarizing recommendations for foundation design of previously identified structures.

For an estimated amount of \$20,382 or 3% of the total estimated contract value.

MW/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 MW/DBE Subcontractor in the capacities indicated herein, and MW/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

Jeffrey J. Keller

Print Name

Project Manager 4/8/2020

Title Date

Signature: MW/DBE Subcontractor

Denise B Hervey

Print Name

CEO 4/8/2020

Title Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Jeffrey J. Keller, PE, acting in my capacity as Project Manager
(Name) *(Position with Firm)*
of Burns & McDonnell Engineering Company, Inc., 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

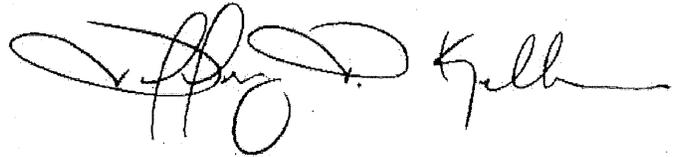
(Check one only)

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 270 days _____ (Specify)

Throughout X Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 35 % Middle 1/3 30 % Final 1/3 35 %

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)
Project Manager

(Position with Firm)

4/7/2020

(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)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

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

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

3 (✓) ___ Prevailing wage does not apply; or

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

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

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____

Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

On this _____ day of _____, _____, before me

appeared _____, to me personally known to be the

_____ of the _____,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

_____ as its free act and deed.

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

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

By: _____
 (Signature)

 (Title)

 (Print Name)

 (Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

ATTACHMENT F

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 26th day of May, 2020 before me appeared Darin Brickman, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

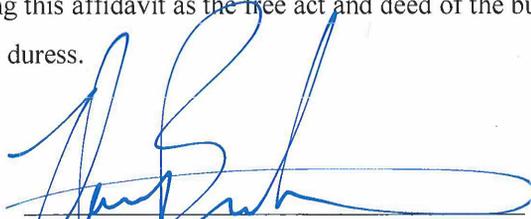
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Vice President (title) of Burns & McDonnell Engineering Co., Inc. (business entity) and I am duly authorized, directed or empowered to 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).

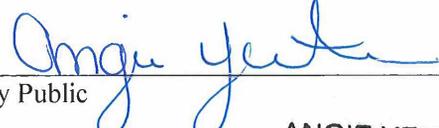
I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security 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 26 day of may, 2020.


Notary Public

My Commission expires: March 14, 2024

ANGIE YELTON
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 3/14/2024
COMMISSION # 12381302

Company ID Number: 34471

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Burns and McDonnell Engineering Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 34471

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Burns and McDonnell Engineering Co, Inc.

<u>Kathy Newman</u>	<u>HR Analyst</u>
Name (Please type or print)	Title
<u><i>Kathy Newman</i></u>	<u>10/06/2006</u>
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 34471

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

10/02/2006

Signature

Date

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Dubois Consultants, Inc.</u> Email: <u>Ajamu Webster</u> <u>awebster@duboisengrs.com</u>	Address: <u>5737 Swope Parkway</u> <u>Kansas City MO 64130</u> Phone: <u>816-333-7700</u> Fax: _____
2.	Name: <u>Custom Engineering, Inc</u> Email: <u>Joe Davis</u> <u>JTDavis@customengr.com</u>	Address: <u>12760 E. US Highway 40</u> <u>Independence MO 64055</u> Phone: <u>816-350-1473</u> Fax: _____
3.	Name: <u>Trekk Design Group LLC</u> Email: <u>Trent Robinett</u> <u>trobinett@trekkdesigngroup.com</u>	Address: <u>1411 East 104th Street</u> <u>Kansas City Missouri 64114</u> Phone: <u>816-874-4655</u> Fax: _____
4.	Name: <u>TSi Geotechnical Inc</u> Email: <u>Brian Robben</u> <u>brobber@tsigeotech.com</u>	Address: <u>8248 NW 101st Terr. #5</u> <u>Kansas City, MO 64153</u> Phone: <u>816-599-7965</u> Fax: _____
5.	Name: <u>Geosyntec Consultants</u> Email: <u>Nicholas Muenks</u> <u>NMuenks@geosyntec.com</u>	Address: <u>2009 East McCarty Street, Suite 1</u> <u>Jefferson City, MO 65101</u> Phone: <u>573-499-5447</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: Burns & McDonnell Engineering Company, Inc.
 Submitted By: Jeffrey J. Keller, PE
 Title: Senior Project Manager
 Telephone No.: 816-822-4371
 Fax No.: _____
 E-mail: jkeller@burnsmcd.com
 Date: 5/28/2020

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1587 PROJECT NO. 81000927
TODD CREEK FACILITY PLAN UPDATE
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell Engineering Company, Inc. The parties amend the Agreement entered into on June 15, 2020, as follows:

WHEREAS, City has previously entered into a contract dated June 15, 2020 in the amount of \$801,029.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$5,638,202.00, to amend the total contract amount to \$6,439,231.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following attachments:

- a. Attachment A, Scope of Services for Amendment No. 1.
- b. Attachment C, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 1.

B. Delete and replace the following section:

- a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

Sec. 4. Compensation and Reimbursables.

A. The maximum amount that City shall pay Design Professional under this Agreement is \$6,439,231.00, as follows:

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

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachments C and C-1. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

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)

Inter-Departmental Communication

Date: September 9, 2021

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

From: Andrea Dorch, Director, Civil Rights & Economic Opportunity Department

Subject: Revised Docket Memo for Amendment 1 # 210723

CONTRACTOR: Burns & McDonnell Engineering Co. Inc.
 Address: 9400 Ward Parkway
 Kansas City, MO 64114
 Contract # 1587 / 81000927- WWTP Facility Plan Update
 Contract Amount: \$6,439,231.00 (\$5,638,202 on Amendment 1)
 MBE Goal 15%
 WBE Goal: 10%
 Total MBE Achieved: 28%
 Total WBE Achieved: 10%

MBE SUBCONTRACTORS:
 Name: Dubois Consultants Inc.
 Address: 5737 Swope Parkway
 Kansas City, MO 64130
 Scope of Work: Civil / Structural Design / Bid Phase Services
 Dollar Amount: 15%
 Ownership: Ajamu Webster
 Structure African-American Male Code 15

MBE SUBCONTRACTORS:
 Name: Custom Engineering, Inc.
 Address: 12760 E. 40 Highway
 Independence, MO 64055
 Scope of Work: Electrical / HVAC Design
 Dollar Amount: 13%
 Ownership: Joseph Davis
 Structure African-American Male Code 15

WBE SUBCONTRACTORS:

Name: Tech Services to Go, Inc. dba TSi Geotechnical
Address: 8448 NW 101st Terrace, #5
Kansas City, MO 64153
Scope of Work: Soil Borings / Geotechnical
Dollar Amount: 1.5%
Ownership: Denise Harvey
Structure: African-American Female Code 23

WBE SUBCONTRACTORS:

Name: TREKK Design Group, LLC
Address: 1411 East 104th St.
Kansas City, MO 64131
Scope of Work: Surveying / Utility Coordination / Design
Dollar Amount: 1.5%
Ownership: Kimberly Robinett
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Shockey Consulting Services, LLC
Address: 12351 W. 96th Terrace, Suite 107
Lenexa, KS 66215
Scope of Work: Public Engagement
Dollar Amount: 0.6%
Ownership: Sheila Shockey
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: Wellner Architects, Inc.
Address: 802 Broadway, 4th Floor
Kansas City, MO 64105
Scope of Work: Architectural Services / Bid Phase Services
Dollar Amount: 6%
Ownership: Julie Wellner
Structure: Caucasian Female Code 27

Comments:

Original Contract Amount: \$ 801,029.00
Amendment 1: \$5,638,202.00
Proposed Contract Amount: \$6,439,231.00

According to B2G, the prime contractor is currently achieving the following participation on the project:

Page 3: 1587 / 81000927 – WWTP Facility Plan Update

Dollars paid to prime contractor by City to date: \$752,487.55.

Dollars paid to MBEs by prime contractor to date: \$208,100.42 for 28% MBE.

Dollars paid to WBEs by prime contractor to date: \$57,268.47 for 8% WBE.



Legislation Text

File #: 210726, Version: 1

ORDINANCE NO. 210726

Authorizing the Director of Water Services to execute a \$725,365.00 (year 1 obligation) Contract Amendment No. 6 to Contract EV2087 with Milestone Utility Services, Inc., to extend support for the Milestone Pay Portal and corporate website and to add Amazon Web Services and additional customer support modules; and authorizing the Director to amend the Contract and execute five one-year renewal options.

WHEREAS, the City has previously entered into a contract with Milestone Utility Services, Inc., dated April 1, 2015, (EV2087) for Contractor to provide for the implementation of the Milestone Pay Portal and the migration of KC Water’s Corporate website with an option to renew support for five years; and

WHEREAS, the Contractor has performed the services required by the contract and the City desires that the contract with the Contractor be amended for Contractor to extend support for the Milestone Pay Portal and corporate website and add Amazon Web Services support and additional customer support modules; and

WHEREAS, the contract amendment would allow the contract to be renewed for up to five one-year renewal terms and a scope of work would be added to enhance access to KC Water’s web portal; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services is authorized to execute Amendment No. 6 to the contract (EV2087) with Milestone Utility Services, Inc., in the amount of \$725,365.00 (1-year amount), for the Contractor to extend support for the Milestone Pay Portal and corporate website and to add Amazon Web Services and additional customer support modules. A copy of proposed amendment is on file with the Director of Water Services.

Section 2. That the Director of Water Services is authorized to expend up to the sum of \$725,365.00 from funds previously appropriated to Account No. 22-8010-807710-B, Service Facility Improvement, to satisfy the costs of this contract.

Section 3. That the Director of Water Services is authorized to amend the Contract and to exercise the City’s five one-year renewal options without additional Council authorization.

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

hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

James Brady
Assistant City Attorney

GENERAL

Ordinance Fact Sheet

210726

Ordinance Number

Brief Title	Approval Deadline	Reason
Amendment Milestone Portal Support		To improve existing Water Customer pay-portal

Details	Positions/Recommendations														
<p>Reason For Legislation</p> <p>The City has an existing contract with Milestone for Customer Self-Service Portal. The Water Services Department is asking to amend the current agreement to add time and scope, detailed below. The Milestone Amendment provides to ongoing support for the existing KC Water corporate website/pay portal and provide for additional modules to be included to the base pay portal application to include; Customer appointment scheduler, eIVR, eAdmin, Kiosk integration, offline pay function) and AWS support/integration to CIS system. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to two (2) additional three (3) year terms.</p> <p>Configuration and application one-time fee \$300,000.00 Year 1 Infrastructure and managed service \$425,365.00 Year 1 TOTAL. \$725,365.00 Year 2 Infrastructure and managed service \$438,125.95 Year 3 Infrastructure and managed service \$451,269.73 Year 4 Infrastructure and managed service \$464,807.82 Year 5 Infrastructure and managed service \$478, 752.05 Year 6 Infrastructure and managed service \$493,114.62</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Sponsor</td> <td>General Services Department</td> </tr> <tr> <td>Programs, Departments, or Groups Affected</td> <td>Water Services Department</td> </tr> <tr> <td>Applicants / Proponents</td> <td> Applicant Water Services Department City Department Water Services Department Other </td> </tr> <tr> <td>Opponents</td> <td> Groups or Individuals None Known Basis of opposition </td> </tr> <tr> <td>Staff Recommendation</td> <td> <input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against </td> </tr> <tr> <td>Board or Commission Recommendation</td> <td> By <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions) </td> </tr> <tr> <td>Council Committee Actions</td> <td> <input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass </td> </tr> </table>	Sponsor	General Services Department	Programs, Departments, or Groups Affected	Water Services Department	Applicants / Proponents	Applicant Water Services Department City Department Water Services Department Other	Opponents	Groups or Individuals None Known Basis of opposition	Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against	Board or Commission Recommendation	By <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)	Council Committee Actions	<input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass
Sponsor	General Services Department														
Programs, Departments, or Groups Affected	Water Services Department														
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Opponents	Groups or Individuals None Known Basis of opposition														
Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against														
Board or Commission Recommendation	By <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)														
Council Committee Actions	<input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass														
<p>Discussion</p> <p>The original Milestone master contract was approved and executed May 1, 2015 for the implementation of Milestone Pay Portal and migration of KC Water Corporate website with option to renew support for five years. This amendment will extend support for the Milestone Pay Portal and corporate website as well as adding Amazon Web Services (AWS) support and provision to add additional customer support modules, including:</p> <p>* Customer Appointment Schedule - (Pandemic Response) This will allow customers to schedule onsite visits in a safe manner and ensure appropriate resources are available for the type of issue.</p> <p>* eIVR (interactive voice response) - an added module built off the base pay portal product that leverages the existing conductivity to allow customers to interact via a telephone keypad or by speech recognition and allow payment, request copy of bill, and some service requests options.</p> <p>* eAdmin - a companion module to allow KC Water Customer Service Representatives to process online requests (move in/out, payment arrangements, special requests) and track full communication and messages with customer.</p> <p>* Kiosk Integration - allows support to integrate kiosk data channels for retrieving customer information and payment processing using existing secure portal channels</p> <p>* AWS support - Provide fill AWS infrastructure support leveraging Milestone skillsets for cloud hosted solutions •</p>															

(Continued on reverse side)

Details

M/WBE: At the time of signing this contract it was deemed in the City's best interest to waive solicitation requirements. Milestone Utility Services, Inc. has unique and specialized experience making it exceptionally well situated to perform this work. Their proprietary software has a long history of experience with the Banner Customer Suite and, in fact, has recently formed a strategic alliance with Hansen Technologies, which is Banner's parent company. Milestone Utility Services, Inc. has been engaged with 25 utilities and performed over 60 customer information system related projects and 15 Banner implementations in 16 states. Their customer self service portal is the only such portal which has been independently developed to support the Banner Customer Suite and includes not only access from the web but also the ability to have self-service access from Smartphones.

The Human Relations Department waived MBE/WBE goals on this project on June 10, 2021.

Recommendation: KC Water supports the amendment of the Milestone support contract to maintain systems and enable KC Water to consolidate platforms and move towards cloud-based responsive systems to improve customer interactions.

Policy/Program Impact

Policy or Program Change	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	
Finances	
Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	
Fund Source (s) and Appropriation Account Codes	22-8010-807710-B-80XX0002 = \$725,365.00 Service Facility Improvement
Is this Ordinance or Resolution Good for the Children?	Yes.

Applicable Dates:

Fact Sheet Prepared by:

Name: Cory Burress Date: 8/10/2021
Title: Senior Procurement Officer

Reviewed by:

Reference Numbers: EV2087

**MASTER CONTRACT FOR PRODUCTS AND SERVICES
THE CITY OF KANSAS CITY, MISSOURI
AMENDMENT NO. 6
CONTRACT NO. EV2087**

This amendment ("Amendment") is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (CITY) and Milestone UTILITY SERVICES, INC. (CONTRACTOR). The parties desire to amend the Contract EV2087 entered into on April 1, 2015 for Customer self-service portal implementation as follows:

WHEREAS, City previously entered into a contract with CONTRACTOR to provide a self-service portal; and

WHEREAS, the parties now wish to amend the contract to add the following initial term of contract and additional periods:

- The CITY and CONTRACTOR wish to add additional renewal periods to the existing contract. CITY may renew this Contract for up to two (2) additional three (3) year terms. Also, new scope of work added covers enhance access to KC Water's web portal. This will allow enhancing the portal with a web-based CSR communication tool and creating an offline accessible database, and backup VPN tunnel we can minimize the risks associated with pandemic response in addition to providing improved responses to our customer requests.

Sec. 1. Sections Amended. The following section(s) are hereby added to the Contract:

Attachment A Scope of Work
Attachment B: Pricing Schedule

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on April 15, 2015 and shall end on March 30, 2021. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract, but in no event more than six months from the date of expiration or termination.

This section covers added scope and services. All other terms and conditions still apply.

Attachment A Scope of Work

Application Managed Services

CONTRACTOR will operate the EPORTAL application on behalf of the CITY and provide necessary staff to ensure the application is up and available. Meetings and status reporting will occur between CONTRACTOR and the CITY. The source code will be managed, upgraded (adhering to the CONTRACTOR's release schedule) and promoted

by the CONTRACTOR. The following services will be performed by the CONTRACTOR as part of Managed Services:

- a) Any and all patches, enhancements, updates, upgrades and new versions of the EPORTAL that CONTRACTOR makes generally commercially available as part of the product release schedule. Any such patches, enhancements, updates, upgrades and new versions will be covered by the Managed Services set forth in Section 3.1.6.
- b) Provide support for operational and troubleshooting issues and the applicable resolutions as needed within the guidelines set forth herein.
- c) Monitor ePortal and ensure the application is up and available for the CITY's CITYs and provide support to the CITY on a 24x7 basis.
- d) Managing EPORTAL source code and promotion through the testing and production environments.
- e) Updates and management of configuration and content that does not reside within EPORTAL's Admin console with the CITY.
- f) Reporting of issues and resolution progress as set forth herein.
- g) Status Meetings/Management Reports as set forth herein.

1.1. Scope

CONTRACTOR will provide the CITY with the Managed Services related to EPORTAL as described in this section. The CITY may request services by creating a ticket in the CONTRACTOR ticketing system or other system as mutually agreed upon. The CITY will assign a priority using the Incident and Severity Level table in Section 3.1.8.2. The CONTRACTORS representative will review the request and work with the CITY to fully understand the request. The CITY will be responsible for any and all approvals to promote any source code, configuration, content or any other system changes through the environment stack, as well as any changes to non-CONTRACTOR controlled applications.

1.1.1. Configuration Management

CONTRACTOR will provide the following Configuration Management Services to maintain and support the functionality of the EPORTAL Solution. CONTRACTOR will be responsible for updating Configuration settings in the EPORTAL Admin Portal and promoting the changes through the lower environments and into Production.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
User Creation and Role Assignment	RESPONSIBLE	Consults
Add or remove a user update User role assignment	RESPONSIBLE	Informs
Request Configuration setting updates in Admin Portal & assign priority.	RESPONSIBLE	Informs
Change Configuration settings in Admin Portal	Consults	RESPONSIBLE
Promote configuration settings in all portal environments.	Consults	RESPONSIBLE
Approve configuration setting promotions.	RESPONSIBLE	Informs

Function	Responsibility	
	CITY	CONTRACTOR
Assign Priority to requested changes.	RESPONSIBLE	Consults

1.1.2.EPORTAL CITY Notification Management

CONTRACTOR will configure and monitor the SMS and email notification engine and ensure that EPORTAL related CITY notifications are being sent out and provide a user interface to show returned emails.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Manage email server used for outbound CITY communication generated by EPORTAL	Informs	RESPONSIBLE
Review and correct failed emails.	RESPONSIBLE	Consults
Run ePortal batch jobs to generate outbound CITY notifications	Informs	RESPONSIBLE
Manage outbound text service used for outbound CITY communication generated by EPORTAL	Informs	RESPONSIBLE
Assign Priority to requested changes.	RESPONSIBLE	Consults
Generate batch files of accounts or profiles for notifications triggered by 3 rd party applications.	RESPONSIBLE	Informs

1.1.3.EPORTAL Content Management

CONTRACTOR will provide a mechanism that allows a functional user (either CITY or CONTRACTOR) to be able to edit and publish content on EPORTAL.

CITY will be responsible for managing the configured Content using the Admin module. This includes changes in the lower environments and into production. CONTRACTOR will provide the required support.

CONTRACTOR will be responsible for managing and changing any content that cannot be managed through the Admin module and promote these changes through the lower environments and into production.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Edit content through the Admin portal in lower environments	RESPONSIBLE	Informs
Publish content	RESPONSIBLE	Informs

Edit content through the Admin portal in production environment	RESPONSIBLE	Informs
Approve all non-Admin portal content changes	RESPONSIBLE	Informs
Update non-Admin portal content changes	Consults	RESPONSIBILITY
Promote non-Admin portal content changes	Informs	RESPONSIBLE
Assign Priority to requested changes	RESPONSIBLE	Consults
Support/provide backup resources to edit and publish Admin content in lower and production environments	ACCOUNTABLE	RESPONSIBLE

1.1.4. Code Migration / Promotion Management

CONTRACTOR will be responsible for managing the source code and promoting EPORTAL related source code from one environment to another. CONTRACTOR will track the code in an online source code repository (GitHub) and will be responsible for checking code out/in. Code promotions will be based upon the approval of the CITY. The CITY will be responsible for source code managed of CITY controlled applications (any applications not provided by CONTRACTOR). CONTRACTOR and the CITY will collaborate on source code promotions that are dependent on more than one system.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Execute tests on any fixes in Test / Pre-Prod before moving to production.	RESPONSIBLE	Informs
Acknowledge acceptance of fixes prior to deployment in production	RESPONSIBLE	Informs
Promote EPORTAL code through lower tier environments	Consults	RESPONSIBLE
Approve code promotions through lower tier environments	RESPONSIBLE	Informs
Promote EPORTAL code to Production environments	Consults	RESPONSIBLE
Approve code promotions to Production environments	RESPONSIBLE	Informs
Promote any non CONTRACTOR provided code fixes & enhancements	RESPONSIBLE	Consults
Perform data refreshes of lower environments. Not to exceed 4 refreshes per year.	Consults	RESPONSIBLE

1.1.5. Usage Performance Metrics and Improvements

EPORTAL application will track usage and certain elements of transactions being performed by the CITY's. CONTRACTOR will work with the CITY to define 6 KPI's that can be derived out of the data being captured by EPORTAL. KPI's will be defined after deployment stabilization as part of turn over to the Managed Services team. The CITY may request additional reports / KPI's that may be extracted from the data as a change order. The CITY owns all data that

exists within EPORTAL. CONTRACTOR will provide reports on a monthly basis, unless a different frequency is agreed upon. The CITY and CONTRACTOR will each perform their respective responsibilities as set out in table:

Function	Responsibility	
	CITY	CONTRACTOR
Define KPI's to be included in monthly reporting.	RESPONSIBLE	Consults
Develop reports and deliver them on an agreed upon frequency.	Informs	RESPONSIBLE

1.1.6.EPORTAL Upgrade Services

1.1.6.1. Upgrades and patches

CONTRACTOR will perform two types of changes to EPORTAL periodically: i) new features and functions ii) technical currency

New features and functions: As part of continued improvements, CONTRACTOR will perform the upgrades to the EPORTAL with new features and functions. CITY may activate these non-mandatory new features whenever CITY is ready to implement them after they have been made generally available by CONTRACTOR.

Technical currency: CONTRACTOR apply changes to the platform to maintain the technical currency of the platform, including but not limited to security patches. These generally have minimal impact to CITY and end user functionalities but are mandatory. CITY is required to implement them. Urgent updates are packaged as patches and non-urgent updates are packaged with upgrades

1.1.6.2. Process and communication

1. The CONTRACTOR shall provide notice to the CITY no later than 30 days prior to the release of an Upgrade or Service Pack and no later than 5 days prior to a patch.
2. Inclusive of these notices will be supporting documentation and the availability of staff to discuss relevant details
3. The CITY will provide notice to the CONTRACTOR no later than 30 days prior to deployment of upgrades, Service packs for applications under its control and at the same time that it is notified of Patches to these systems that will be deployed.
4. The CITY will be responsible for notifying the CONTRACTOR of any known integration changes being introduced to non EPORTAL applications under its control. CONTRACTOR will provide a cost estimate to make changes to EPORTAL to accommodate changes.

Function	Responsibility	
	CITY	CONTRACTOR
Notify CITY that an Upgrade, Patch, or Service Pack is available	Informs	RESPONSIBLE

Function	Responsibility	
	CITY	CONTRACTOR
Develop project schedule for implementation of new feature	RESPONSIBLE	Consults
Apply upgraded software to the CITY's environment	Informs	RESPONSIBLE
Apply all necessary styles according to Style Guide for new pages.	Informs	RESPONSIBLE
Perform functional testing on upgraded EPORTAL application in Dev environment.	Informs	RESPONSIBLE
Make adapters to 3 rd party or CITY controlled applications available for new feature operability.	RESPONSIBLE	Consults
Provide updated training documentation for Upgraded system	Informs	RESPONSIBLE
Provide training to CITY trainers of new features	Consults	RESPONSIBLE
Provide functional test scripts used to test upgraded system	Informs	RESPONSIBLE
Correct defects to the upgraded application.	Consults	RESPONSIBLE
Promote upgraded system through lower tier environments	Consults	RESPONSIBLE
Approve upgraded system for promotion through lower environments and into production	RESPONSIBLE	Informs
Notify & train CITY end users on new features being introduced	RESPONSIBLE	Informs

1.1.7. Application Monitoring / 24x7 Support

CONTRACTOR will monitor EPORTAL and ensure the application is up and available for the CITY's CITYs and will provide support to the CITY on a 24x7 basis. The following lists the method which reported incidents will be resolved.

- 1) For issues detected by the CONTRACTOR, the CITY will be notified of any application incident that is detected by CONTRACTOR. CONTRACTOR will log an incident in their online ticketing system and will begin triage on the ticket.
- 2) For incidents detected by the CITY, the CITY will log an incident in the Contractors' online ticketing system and CONTRACTOR will begin triage on the ticket. CITY provide a reasonable number of support personnel who may access the CONTRACTOR's online ticketing system.
- 3) The CITY will be responsible for assigning the Severity to tickets as defined in section 3.1.8.2.
- 4) THE CITY will be responsible for resolving end user data input errors and addressing any end user errors or training issues.
- 5) The CITY will provide the first level of support for the application. This includes triage of functionality issues reported by CITYs and other CITY personnel, and categorize the issue

before turning the issue over to the CONTRACTOR (ie. bug, training issue, 3rd party application issue, etc) before reporting an incident to the CONTRACTOR. (Level 1 support)

- 6) The responsibility for Application Monitoring tasks are summarized in the Application Incident Management Responsibility Matrix below.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Identify & document application incident (performance, defect, system generated error message) reported by CITY CITYs or staff.	RESPONSIBLE	Informs
Identify and document application incident as detected by system and application monitoring	Informs	RESPONSIBLE
Log Application Incident & provide supporting details	RESPONSIBLE	Informs
Assign severity to Application Incident	RESPONSIBLE	Consults
Categorize Incident and provide root cause analysis	Consults	R
Resolve application Defects (code and configuration fixes	Consults	RESPONSIBLE
Validate resolution of Defect (code and configuration fixes)	RESPONSIBLE	Consults
Resolve technical interface issues	Consults	R
Resolve system performance issue	Informs	RESPONSIBLE
Resolve end user data input errors	RESPONSIBLE	Informs
Address end user errors or training issues	RESPONSIBLE	Informs I
Generate and log application, transactional exceptions	Consults	RESPONSIBLE
Manage and resolve application, transactional exceptions	RESPONSIBLE	Consults
Support transaction exception resolution	Consults	RESPONSIBLE
Monitor EPORTAL batch jobs and correct any job failures	Informs	RESPONSIBLE

Attachment B: Pricing Schedule

This section covers added prices for additional scope and services. All other terms, conditions and pricing still apply. Pricing is required to be firm and fixed pricing. Do not submit travel and living expenses or cost of bonds separately in cost proposal.

KC Water will pay 20% upfront	\$60,000
Remaining 80% per KC Water sign off at project completion	<u>\$240,000</u>
<i>Configuration and Application Installation One-Time Fee.</i>	<i>\$300,000 (total)</i>
Infrastructure and Managed Services Year 1	\$425,365
Infrastructure and Managed Services Year 2	\$438,125.95
Infrastructure and Managed Services Year 3	\$451,269.73
Infrastructure and Managed Services Year 4	\$464,807.82
Infrastructure and Managed Services Year 5	\$478,752.05
Infrastructure and Managed Services Year 6	\$493,114.62
TOTAL	\$2,751,435.39

Configuration and Application Installation Breakdown:

With the managed services agreement Contractor will implement and configure additional plug-in modules for eIVR and eAdmin. eIVR will provide better self-service features to water customer by providing advanced IVR Features and eAdmin will allow customer service employees to better serve water customers by providing customer-centric dashboards.

Below components will be configured and installed as part of this proposal

- Configure Install eIVR with the following features
 1. PCI Pay by Phone
 2. Outbound Calling Feature
 3. Dynamic Call Routing
 4. Dynamic configuration dashboard easy deployment of call recordings and routing

- Configure Install eAdmin with the following dashboard views
 1. Account Locator
 2. Account Summary
 3. Notes Entry and History
 4. Master Bill
 5. Financials
 6. Collections
 7. Customer Communications and Contacts
 8. Case Management
 9. Service Orders
 10. Meter Reading Analysis with Graphical Representations integration to STAR
- Configure Install Appointment Scheduling Plugin
 1. KC Water Customers book appointments before coming to KC water facility
 2. Case management tool to work customer requests.
 3. Dyanmic configuration dashboard with rules to add appointment types
 4. Scheduling and Resource management

Upgrade Services (ePortal)

Contractor will include upgrade services at no additional costs for implementation. As part of the new contract the current version of ePortal will be eligible for upgrades to our latest release including failover capabilities, batch notifications payments due, and updated user experience.

Application Managed Services

- Provide support for operational and troubleshooting issues and the applicable resolutions as needed within the guidelines set forth herein.
- Monitor ePortal and ensure the application is up and available on a 24x7 basis.
- Managing source code and promotion through the testing and production environments.
- Updates and management of configuration and content.
- Reporting of issues and resolution.
- Status Meetings/Management Reports

Infrastructure and Managed Services Breakdown

Maintenance Services

- **Configuration Management** – Contractor will be responsible for updating Configuration settings and promoting the changes through the lower environments and into Production.
- **Customer Notification Management** - CONTRACTOR will configure and monitor the SMS and email notification engine and ensure that EPORTAL related customer notifications are being sent out and provide a user interface to show returned emails.
- **Content Management** - CONTRACTOR will be responsible for managing and changing any content that cannot be managed through the Admin module and promote these changes through the lower environments and into production.
- **Usage Performance Metrics and Improvements** - CONTRACTOR will work with the CUSTOMER to define 6 KPI's that can be derived out of the data being captured by EPORTAL
- **Support payment Kiosk interface** for account information and payment posting

Infrastructure Services

- Hardware and database patching, licensing, upgrades
- Failover, Backup and disaster recovery

- Code Migration / Promotion Management - Contractor will be responsible for managing the source code and promoting EPORTAL related source code from one environment to another. Will track the code in an online source code repository (GitHub) and will be responsible for checking code out/in.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

CONTRACTOR

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

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 5
CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing providing additional support to CITY assisting with customer care related to CONTRACTOR ePortal and other 3rd Party Applications. CONTRACTOR will provide part-time support as needed that can be a blended resource that is either technical, functional or both depending on the CITY need.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

1 Overview

1.1 Introduction

CITY has requested the CONTRACTOR to provide additional support helping with customer care and billing issues on as needed basis part-time. The resource will be a blended resource so there is no restriction on the type of work that might need to be performed.

1.2 Assumptions

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
- CITY will provide CONTRACTOR with remote access to Development, Training, and Testing Hansen Banner, LLC. Banner 4.3 environments. This includes the front-end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.

The services contained in this amendment are Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request. CONTRACTOR will invoice in full at the execution of this Amendment . The payment terms for all invoicing is Net 30 Days.

The table below describes the deliverables and the payment schedule.

Deliverable	Deliverable Description	Amount
2.1.1	Additional Support	\$45,000
	Total	\$45,000

TRAVEL:

No travel, living or incidental expenses are authorized to be billed separately. The fee for the deliverable is firm and fixed and inclusive of any additional charges.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 4
CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing for the replacement of the current corporate website, configuration of AWS hosted servers, exposing ePortal web services for integration with Alexa Skillset, creation of oracle form to manage web profiles, creation oracle forms to manage start or stop service requests submitted using ePortal, saving payment methods, separation of web checks in extract files sent to the CITY banking institution, blocking customers from making credit card payments and initiating the ACH Automatic Payment Prenote process.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

1 Overview

1.1 Introduction

CITY has requested several modification related to the implementation of CONTRACTOR ePortal 2.0 (EV2087 Amendment No.3) based on gaps in functionality identified as part of the requirements gathering. The modification will be included as part of the migration to the latest release of CONTRACTOR ePortal. The modifications include a replacement of the current corporate website, configuration of AWS hosted servers to allow CONTRACTOR ePortal installation, exposing ePortal web services for integration with Alexa Skillset, creation of oracle form to manage web profiles and creation oracle forms to manage start or stop service requests submitted using ePortal.

1.2 Assumptions

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.

CONTRACTOR will replace the current corporate website <https://www.kcwaterservices.org/> with a new website that will utilize Responsive Design for mobile devices and WordPress for content management. The new website will be installed on the same AWS hosted server that ePortal was installed. The configuration will include several iterations of CITY review and requirements session to finalize the overall content and appearance. CONTRACTOR will provide training on configuration and content management using WordPress. CONTRACTOR will migrate existing content from current website to the new website as required by the CITY.

2.1.2 AWS Configuration

CONTRACTOR will assist the necessary steps needed to install ePortal on hosted AWS servers. This will include configuration of a VPN tunnel necessary to communicate with CITY database servers located behind CITY firewall. Configuration of Wildfly (JBoss) web application servers required for ePortal installation for development and production environments. Configuration of outbound email and SMS messages using AWS pinpoint gateway.

2.1.3 Expose ePortal web services for Alexa Skillset

CONTRACTOR will expose ePortal web service for integration to Amazon Alexa Skillset. This will include the necessary security configuration and assistance with integration testing of web service to Alexa Skillset. CONTRACTOR will only be responsible for integrating Alexa Skillset to use the web services once exposed.

2.1.4 Web Profile Management Form

CONTRACTOR will create an Oracle form that can be used to manage ePortal Web Profiles. The ePortal base product provides a web page located within Administration console for Account Profile Management but it would require CITY employees to navigate away from the billing application to manage ePortal portal inquiries. The oracle form will have same functionality web page besides sending an email for password reset. The form will include the following information related a customer's web profile:

- UserID
- Email
- Security Questions
- Unlock Account
- Reset Password allowing a new password defined by CITY employees
- Reset Password allowing a customer to set a new password by selecting Forgot Password link on ePortal website
- View and Remove Share Account access that has been granted by a customer
- Remove ePortal registration

2.1.5 Web Start/Stop Service Requests

CONTRACTOR will create a Bank Draft extract process that will separate web check payments from recurring bank payments in extract files sent to the CITY financial institution. The process will create two separate extract files in NACHA format identifying web checks and recurring bank payments separately. The process will be executed from the Banner Application and run as part of batch processing or independently. The process will use same processing logic as the existing Bank Draft Process (UAPCBDD) that is ran today with the exception of summing payment records made on the same day using the same bank information and customer. The new Bank Draft process should be used in place of the current Bank Draft Process (UAPCBDD)

2.1.10 Bank Draft Enrollment Real-time Prenote

CONTRACTOR will modify the existing bank draft enrollment logic to create a prenote bank draft record that is sent to CITY financial institution for validation. The current process can take up to two billing periods or 60 days to begin drafting a customer’s bank account for CITY charges. The enhancement allows the customer to begin having their account drafted starting with their next bill instead of two billing periods. Prenote bank draft records will be created for both new bank draft enrollments and modifications of an existing enrollment that are the result of an ePortal web transaction.

The following language is being added to Attachment B.

Attachment B: Cost Breakdown

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

The services contained in this amendment are Fixed and Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request. CONTRACTOR will invoice in full once all modifications have been delivered and accepted by the CITY. The payment terms for all invoicing is Net 30 Days.

CONTRACTOR will provide CITY with Maintenance and Support on the CONTRACTOR modifications as part of CONTRATOR ePortal maintenance agreement. This maintenance will provide CITY with defect corrections on any issue related to the identified modifications in this amendment. There will be no cost increase in the original CONTRACTOR Maintenance terms.

The table below describes the deliverables and the payment schedule.

Deliverable	Deliverable Description	Amount
2.1.1	Corporate Website Replacement	\$10,000
2.1.2	AWS Configuration	\$5,000
2.1.3	Expose ePortal web services for Alexa Skillset	\$5,000
2.1.4	Web Profile Management Form	\$0
2.1.5	Web Start/Stop Service Request Forms	\$0
2.1.6	ACH Wallet Integration	\$32,000
2.1.7	Credit Card Wallet Integration	\$16,000
2.1.8	Restrict Credit Card Payments by Customer	\$3,000
2.1.9	Web Check NACHA Extract	\$5,400
2.1.10	Bank Draft Enrollment Real-time Prenote	\$21,500
Total		\$97,900

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

CONTRACTOR

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

By: Frank W Anderson

Date: 2/18/2019

Title:
Chief Operating Officer

KANSAS CITY, MISSOURI

By: Wendy Joellen

Title:
Procurement Mgr

Date: 3/27/19

Approved as to form:

[Signature]
Assistant City Attorney

CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 3
CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing for the creation of a secure interface using a website redirect to JetPay to accept credit card payments using the Customer Self Service Portal.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

1 Overview

1.1 Introduction

CITY implemented the CONTRACTOR Customer Self-Service Portal in 2015. Today, CONTRACTOR ePortal 2.0 is the latest release available for upgrade and has new features and functionality aimed to improve the customer experience. As outlined in this SOW, CONTRACTOR will upgrade CONTRACTOR Customer Self-Service Portal to the new CONTRACTOR ePortal 2.0 release and provide support for 3 years.

The project is targeted to start on March 1, 2018. The names and titles of all CONTRACTOR project resources are included in the Statement of Work. A training plan is included for all functionality, administration, reporting, and technical training requirements.

CONTRACTOR will provide a Project Manager (PM) to oversee all activities for both CONTRACTOR and CITY, acting independently from the project. The resource identified will serve specifically as the PM role for CONTRACTOR with the expectation that CITY will also rely heavily on the same PM. The PM will serve independently from the technical or functional resources.

- Social Media Access – This provides the customer with the ability to login through their Facebook, Twitter, and Google accounts for the benefit of making engagement more accessible.

1.2.2 Account Summary

Account Summary provides an overview of account specific information in dashboard format and provides a user-friendly display of billing related information.

- Name and Address
- Account Number
- Account Status
- Balance on the account
- Past Due Amount if applicable
- Current Amount Due
- Next payment due date
- Meter number on the account
- Last meter read date
- Consumption amount at the last reading
- All programs the customer is enrolled in
- The ability to make a payment

1.2.3 Account History

- Billing History
- Payment History
- Usage History
- Graphical Representation of Usage for the past 36 months
- Access Current Billing Statement
- Access Past Billing Statements

*Release 2.0 Notes

- Responsive Charts and Graphs – The customer can now view more customer-friendly, easy-to-understand usage charts and graphs to improve the customer experience.

1.2.4 Payment

- Credit/Debit Card Payments (redirects to payment vendor website)
- Automatic Bank Draft
- Electronic Check (One-time Phone Check)
- Pay by Phone (Displays the Contact Phone Number to make a payment by phone)
- Payment Location (Display all the pay location in a map view and provide address)
- Payment Arrangements

*Release 2.0 Notes

- Dynamic Rules – Gives more flexibility to the utility in managing the website by making it easier to configure without CONTRACTOR’s assistance.
- Analytics – Reporting capabilities making it easier to obtain and drill down on the information from the analytics captured in graphs, charts, etc. Provides information needed to improve the quality of service to customers.
- Dynamic Alerts – The utility can now configure the portal with dynamic alerts which are based on the utility’s specific billing and payment business processes.
- Rebates and Other Programs – Added the ability to provide information about rebates and other programs.

1.4 Technology/Architectural Overview

CONTRACTOR ePortal API’s can be used by the self-service portal as well as through the IVR application. These API’s are configurable and rule-driven. These API’s include all the same edits found in the Banner forms when a CSR is performing these transactions manually.

The presentation layer is separated from business layer and data layer. CONTRACTOR ePortal model is based on N-tier architecture, Presentation Layer, Business Layer and Data Layer. This model helps the client make changes to the presentation layer without affecting the business or data layer and vice versa. This model also allows the client to add new enhancements to any of the layers to reduce the implementation time and downtime to apply the new releases.

The frontend framework is designed and developed on SOA architecture. CONTRACTOR ePortal is mobile ready through responsive design. CONTRACTOR used HTML5, Spring Mobile and JQuery Mobile.

- ***Release 2.0 Feature**
Responsive Design – Responsive design provides the ePortal user with the ability for the ePortal to adapt to any device, tablet, desktop, and smartphone. This adds another way to view the website on a smartphone without downloading the mobile app.

1.5 Assumptions

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
- CITY will provide CONTRACTOR with remote access to Development, Training, and Testing Hansen Banner, LLC. Banner 4.3 environments. This includes the front-end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.
- CITY will provide the project team with knowledge of current installation and business processes (or access to them) and has the authority to make decisions about online self-service web offerings.

Deliverable Number	1.
Content	A detailed task list including schedules, and resource assignments.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Project Manager, CONTRACTOR Customer Engagement Specialist, & CITY Project Manager
CITY Contribution	Work with CONTRACTOR Project Manager to finalize CITY resources and project deliverables.
Deliverable Format	MS Project

Deliverable Number	2.
Deliverable Name	Weekly Activity Status Reports
Purpose	To provide clear, on-going communications to the project team concerning the status of the CONTRACTOR deliverables, the CONTRACTOR Project Manager will prepare a formal weekly activity report providing current project status.
Content	Ongoing communication between the project managers will help to ensure that any variances to the project plan are identified and addressed in a timely manner. The reports will contain sufficiently detailed information to enable CITY to determine the status of the project and any variance from the project plan.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR PM will provide information to the CITY PM
CITY Contribution	Attend status meetings, provide feedback on any CITY tasks.
Deliverable Format	MS Word delivered electronically on a weekly basis.

2.1.2 Configuration Workshop

CONTRACTOR will conduct an on-site workshop to review the Admin Console and new configuration settings included with the solution. The content management system will be demonstrated, and CITY will review the content that has been converted from the existing website. This content includes on screen messaging, email content, and enrollment policies displayed to the user.

CONTRACTOR will capture these different settings in a configuration setting document. This document will be used to set up the software in the CONTRACTOR development instance. Additionally, these will be the configuration settings provided on the initial software installation on CITY's development instance.

CONTRACTOR will document the configuration settings in a configuration document and provide to CITY. This document will be used to set up the CONTRACTOR ePortal system for testing and then as the installed application on CITY's development box.

Deliverable Number	5.
Deliverable Name	Updated Configuration Document – Initial Configuration
Purpose	Provide up-to-date configuration document to CITY in the event of an agreed upon setting change (if there are any changes).
Content	Specific codes and setting to be used to set up CONTRACTOR ePortal software.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contribution	Resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document

2.1.4 Configuration Testing

Once the Application Configuration has occurred, CONTRACTOR will conduct a basic test ensuring that the application has been configured properly, the appropriate transactions are being created in Hansen Banner, LLC. Banner, and that the correct modules are available to the end user. The testing verification will also include migration of existing content from previous version of ePortal to the new release where it can be managed within the Admin Console. CONTRACTOR will make the base test cases available to CITY when they are complete, and prior to Configuration Testing, so they can be used in the creation of UAT test cases. CONTRACTOR will provide completed test cases with results at the completion of UAT.

Verification of all web content will be done by CONTRACTOR Customer Engagement Specialist Marketing Resource to ensure all customer facing information is clear and concise. The objective of this test is to verify configuration, operability, registration migration, and website content is in accordance with CITY's configuration settings. This test will be conducted in CITY development servers. CONTRACTOR will deliver all testing documentation to CITY for review of test results and to assist with the creation of UAT test scripts.

Deliverable Number	6.
Deliverable Name	Unit Test Results – Initial Configuration
Purpose	Provide proof to CITY of the functioning system after configuration.
Content	Test purpose, test steps, and testing results
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR QA Testers, CONTRACTOR Customer Engagement Specialist
CITY Contribution	None
Deliverable Format	MS Word – CONTRACTOR Test Case Template

3. Training

After the configuration has been tested to verify it is operating according to CITY's requirements, CONTRACTOR will provide CITY with application training for CSRs and supervisors. This training will demonstrate each module that has been configured. Instruction will be provided on each of the modules and how the different settings accomplish CITY's requirements. CONTRACTOR will work directly with CITY Trainer(s) to finalize training documentation that will be used for training and can also be utilized for end user training classes going forward.

Additionally, CONTRACTOR will provide training for the support and communication staff to go over the technical support and administrative requirements of the system. CONTRACTOR will provide training on content management, template configuration (SMS/email) and dashboard analytical reporting to CITY communication staff so they can properly configure and manage customer facing interaction. CONTRACTOR will also provide support training to go over rule configuration, database schemas/table structure and basic triage of potential issues.

CONTRACTOR Customer Engagement Specialist will provide input and collaborate with CITY Marketing Director.

As we move through the training, CITY may find that there are some final configuration changes that they would like to make. These final changes will be updated in the Configuration Setting Document or Gap analysis document.

3.1 Training Plan and Agenda

3.1.1 Train the Trainer Training (Duration: 1 week, Sessions: 2)

The first part of training will consist of training CSRs and supervisor. The training will last approximately 4 days and will be available in two-separate, one-week sessions. Each training session will contain no more than 24 people and users will be expected to complete activities that will involve training PC's connected to a test environment. The complete functionality of CONTRACTOR ePortal including both existing and new functionality will be included. The first two days will primarily focus on the customer-facing CONTRACTOR ePortal functionality highlighting new functionality to this release. The next two days will focus on making updates to customers' accounts based on requests received. If needed, CONTRACTOR will provide one Saturday training session shifting the schedule below to include a full-day of training on Saturday.

Day	Description	CITY Resources
Monday AM	Travel	
Monday PM	Introduction and Demo ePortal Registration via Social Media Pay Now* Sharing the Account* Find an Account Profile Management Notifications*	CSRs and Supervisors

Day	Description	CITY Resources
	Follow up items and questions.	
Wednesday AM	System Rules and Configuration, Dashboard reporting for APIs	IT Support
Wednesday PM	Database Schema and Table, Researching Account Issues	IT Support
Thursday AM	Follow up on items, Questions	IT Support

Deliverable Number	9.
Deliverable Name	Technical Training
Purpose	To provide an overview on the database structure and system configuration to assist IT Support inquiries and future configuration changes.
Content	Classroom setting consisting of lecture and hands-on practice training as described.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Trainer, CITY CS Support Team
CITY Contribution	Attend Training
Deliverable Format	Classroom training environment for 4 days designed for 1-3 attendees.

Deliverable Number	10.
Deliverable Name	Functional Training
Purpose	To provide functional training on the complete application including both old and new features.
Content	Classroom setting consisting of lecture and hands-on practice training as described.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Trainer / CITY Trainer(s)
CITY Contribution	Attend Training.
Deliverable Format	Classroom setting for 4 days consisting of lecture and hands-on practice training for up to 12 attendees.

Deliverable Number	11.
Deliverable Name	Functional Training Documentation
Purpose	To develop step-by-step training documentation that will be used for CSR training sessions for current and future needs.
Content	The content of the training document will cover all modules that will be utilized by CITY and available to their customers. This will include but not limited to e-bill payments, service orders, automatic payments, password reset/unlock, usage and history.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Trainer / CITY Trainer

5. User Acceptance Testing

CONTRACTOR will provide functional and technical support for CITY’s User Acceptance Testing. This support includes triaging issues found by CITY’s testers, addressing any of those issues via configuration, coding corrections, and/or potential training issues. CONTRACTOR will provide 1 FTE (Full Time Equivalent) for 2 weeks of support. (The hours for this task may be split between multiple technical and functional resources.) CONTRACTOR will provide the base configuration test cases to CITY to be utilized in the creation of CITY UAT test cases. CONTRACTOR functional resources will work with CITY resources to review and finalize UAT test cases that will perform complete end-to-end testing based on business processes. The CONTRACTOR Project Manager will oversee the development and execution of the CITY UAT test cases to assure the tasks are completed by the agreed upon dates. CITY will be responsible for the creation of UAT test cases with CONTRACTOR review and the execution of all UAT test cases.

Deliverable Number	14.
Deliverable Name	User Acceptance Testing Documentation
Purpose	Proof of completed test cases
Content	Test steps, testing results, sign off
Primary Responsibility	CITY
Participants/Roles	CITY Functional/Business Resources: Development and execution of UAT test cases; CONTRACTOR Support: Triage and fix UAT issues; CONTRACTOR Functional Resource: assist in reviewing/finalizing UAT test cases; CONTRACTOR PM: track status of UAT tasks to assure completion by agreed upon date.
CITY Contribution	Create, Execute and document tests
Deliverable Format	To be determined by CITY to notify CONTRACTOR that UAT is complete. Testing should be completed within the 15-day period after final configuration is delivered.

6. Go-Live Support

CONTRACTOR will provide go-live support to CITY that may be used after User Acceptance Testing and during go-live. These support tasks include triage of issues reported by CITY, correction of base application issues and answering questions regarding functionality of the application.

CONTRACTOR will provide 1 FTE (Full Time Equivalent) for 4 weeks of support post Go-Live. The hours for this task may be split between multiple technical and functional resources. After the 4 weeks, all support will rollover into the Maintenance period.

Deliverable Number	15.
Deliverable Name	Go Live Support
Purpose	To assist CITY in the execution of the migration cut-over plan.

8. Marketing and Communications Support Services

CONTRACTOR will provide (1) Customer Engagement Specialist to provide communication campaign support. Work is expected to include content consulting and strategic guidance for materials such as email, landing page, web banner, social media asset, article content, video, event materials, and/or press release. CONTRACTOR will share best practices to increase customer acquisition and retention to help support more recognized value to CITY from the CONTRACTOR ePortal 2.0 upgrade. Marketing assets will be created, produced, and distributed by CITY.

The Customer Engagement Specialist will test documentation prepared by CONTRACTOR. The effort will include reporting on customer-specific testing to ensure a positive customer journey is executed in the upgraded CONTRACTOR ePortal.

Deliverable Number	17.
Deliverable Name	Customer Engagement Campaign Support
Purpose	To support a successful communication campaign launch of new features available to customers.
Content	Consulting and strategic guidance related to marketing materials for the new ePortal customer launch campaign. May include materials such as email, landing page, web banner, social media asset, article content, event materials, and/or press release. *marketing assets will be created, produced, and distributed by CITY.
Primary Responsibility	CONTRACTOR
Participants/Roles	Customer Engagement Specialist
CITY Contribution	Collaboration with communications manager and team members.
Deliverable Format	As determined by CITY.

9. Customizations

Any gaps regarding eligibility for certain programs or plans that were captured during the workshop phase are discussed with CITY. If CITY wishes to pursue the additional functionality, then this will proceed using the change request methodology detailed below.

10. Schedule of Work

For this CONTRACT, electronic media will be MS Word or Adobe (PDF) for text and MS Project for project plans. The deliverables are discussed in detail in the tables within each task.

The schedule of work will be agreed by both parties upon acceptance of any work incorporated under this implementation SOW. CONTRACTOR will provide resources to perform work within a mutually agreed upon start date. Estimated start date is targeted for March 1, 2018 or 2 weeks following contract execution.

10.2 Methodology

Task Name	Duration	Start	Finish
- Project Management	126 days	Thu 3/1/18	Thu 5/23/18
Finalize Project Plan and Resources	10 days?	Mon 9/11/17	Fri 9/22/17
Manage all project resources	121 days?	Mon 9/18/17	Mon 3/5/18
Conduct weekly status meetings	121 days?	Mon 9/18/17	Mon 3/5/18
Deliver Project Status updates to KC Water	121 days?	Mon 9/18/17	Mon 3/5/18
- Milestone ePortal Implementation	121 days?	Thu 3/1/18	Thu 8/16/18
- Project Initiation	13 days?	Thu 3/1/18	Mon 3/19/18
Develop Detailed Joint Project Plan & Schedule	2 days	Thu 3/1/18	Fri 3/2/18
Identify Project Resources	0 days?	Fri 3/2/18	Fri 3/2/18
Establish Project Communication & recurring meetings	0 days?	Fri 3/2/18	Fri 3/2/18
Project Kickoff	1 day	Mon 3/19/18	Mon 3/19/18
- Platform Installation - Development	8 days	Mon 3/5/18	Wed 3/14/18
Install and Config Framework Software	1 day	Mon 3/5/18	Mon 3/5/18
Install ePortal Software	5 days	Tue 3/6/18	Mon 3/12/18
Installation Verification	2 days	Tue 3/13/18	Wed 3/14/18
- Configuration Workshop	17 days?	Thu 3/15/18	Fri 4/6/18
Conduct Onsite Config Workshop	4 days	Thu 3/15/18	Tue 3/20/18
Configuration Settings Document - Draft	2 days	Wed 3/21/18	Thu 3/22/18
Document Gaps	2 days	Fri 3/23/18	Mon 3/26/18
Document Screen Mock Ups	3 days	Tue 3/27/18	Thu 3/29/18
Review Documentation with Client	1 day?	Wed 4/4/18	Wed 4/4/18
Deliver Final Documentation	1 day?	Fri 4/6/18	Fri 4/6/18
- Platform Configuration	12 days	Mon 4/9/18	Tue 4/24/18
Enable / Disable Modules	2 days	Mon 4/9/18	Tue 4/10/18
Enter Config based on Config Document	5 days	Mon 4/9/18	Fri 4/13/18
Application Blending	5 days	Wed 4/11/18	Tue 4/17/18
Modify Screens as per Mock Ups	5 days	Wed 4/16/18	Tue 4/24/18
- Interfaces and Enhancements	11 days?	Mon 4/9/18	Mon 4/23/18
Configure Bill Presentment Interface	1 day	Mon 4/9/18	Mon 4/9/18
Configure JetPay Payment Interface	1 day	Tue 4/10/18	Tue 4/10/18
Configure Aclara MDM interfac	3 days	Wed 4/11/18	Fri 4/20/18
Testing Complete - System Ready for Ci	1 day?	Mon 4/23/18	Mon 4/23/18

- Additional Support	121 days	Thu 3/1/18	Thu 8/16/18
Support for out of scope items	10 days	Mon 3/5/18	Fri 3/16/18
- Marketing	120 days?	Mon 3/5/18	Fri 8/17/18
Implementation Workshops and Meetings	1 day?	Mon 3/5/18	Mon 3/5/18
Post Go-Live reporting metrics	1 day?	Fri 8/17/18	Fri 8/17/18
Customer-centric testing	3 days	Thu 5/17/18	Wed 5/23/18
Communication and Reporting	1 day?	Fri 7/13/18	Fri 7/13/18
- Campaign Consulting	10 days	Tue 3/20/18	Mon 4/2/18
Marketing Plan	3 days	Tue 3/20/18	Thu 3/22/18
Consultation on existing marketing strategy	3 days	Fri 3/23/18	Tue 3/27/18
Content consulting, writing, design	4 days	Wed 3/28/18	Mon 4/2/18

11. Resources

The following CONTRACTOR resources will work on the identified objectives and deliverables.

SOURCE	NAME	TITLE	ROLE/RESPONSIBILITY
CONTRACTOR	Brian Menard	Project Manager	Manage overall implementation tasks for both CONTRACTOR and CITY resources.
CONTRACTOR	Mike Burnor	Senior Business Consultant	Configuration workshop, Application testing, Documentation, Training, Support
CONTRACTOR	Phani Kosuri	Technical Consultant (Web)	Application Configuration, Support
CONTRACTOR	Sreenivasa Kosuri	Technical Consultant (Web)	Application Configuration, Support
CONTRACTOR	Anil Mittamidi	Technical Consultant (DB)	Application Configuration, Support
CONTRACTOR	TBD	QA Tester	Run and verify testing according to scripts
CONTRACTOR	Jennifer Espelien	Communications Director/ Customer Engagement Specialist	Testing, QA, and verification of Marketing Review and requirements
CITY	Joel Mendoza	Co-Technical Lead	Oversee technical aspects of project
CITY	Liz Duggan	Functional Lead	Oversee functional requirements

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

CONTRACTOR

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

By: Frank W Anderson

Date: 2/28/2018

Title: Chief Business Development Officer

KANSAS CITY, MISSOURI

By: Renee Medlin

Date: 03/01/2018

Title: Procurement Manager

Approved as to form:

Assistant City Attorney

**CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 2.
CONTRACT EV2087**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing for the creation of a secure interface using a website redirect to JetPay to accept credit card payments using the Customer Self Service Portal.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CREDIT CARD INTERFACE FOR JETPAY

1. INTRODUCTION AND OBJECTIVES

CONTRACTOR will modify the CONTRACTOR Customer Self Service Portal.

Provide Kansas City Water Services with a means to accept credit card payments using the Customer Self Service Portal by creating an interface to JetPay to process payments. The interface will be a secure interface using a combination of server and web packages to assure information is secure. The customer will be redirected to JetPay website to complete payment. This modification will apply to both the website and mobile application.

The applicable assumptions, definitions, scope, and deliverables applicable to the modifications to the CONTRACTOR Customer Self Service Portal are contained within this SOW.

1.1 Understanding the Requirements

CONTRACTOR will create a new credit card interface to JetPay to allow customers to submit credit card payments using a redirect to JetPay website to complete the payment from the website and mobile app. Payments will also be accepted from IVR allowing the customer to enter the credit card information also notifying the customer of the fee amount.

2. ASSUMPTIONS

2.1 CITY will be responsible for procuring any necessary software or hardware.

2.2 CITY will provide a Banner or Customer Suite development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.

- 2.3 CITY will provide CONTRACTOR with remote access to Development, Training and Testing Banner or Customer Suite environments. This includes the front-end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.
- 2.4 All CONTRACTOR-led training will be conducted with an optimal class size of twelve (12) attendees and a moderate level of interaction. If there are additional attendees, an additional trainer will be allocated and utilized, pursuant to the Change Request provisions otherwise specified in this SOW.
- 2.5 CITY will provide training room with equipment setup.
- 2.6 CITY provides project team with knowledge of current installation and business processes (or access to them) and has the authority to make decisions about online self-service web offerings.
- 2.7 CITY has a project manager who is responsible for managing CITY's tasks and resources. CONTRACTOR will provide a project manager who is responsible for managing CONTRACTOR tasks and resources.
- 2.8 The target version to integrate CONTRACTOR Customer Self-Service Portal is Customer Suite Version 4.3. The target version of MCSSP to implement is ePortal 2.0.
- 2.9 CITY will create an environment on the operating server such that the CONTRACTOR ePortal 2.0 can be installed.
- 2.10 If online Credit/Debit payments are to be utilized, CITY will negotiate with the online payment card vendor where the portal will navigate the customer.
- 2.11 All software will be delivered electronically.
- 2.12 Project Management and Technical and Functional Support ("Project Oversight") Services are based on a project duration of no longer than six (6) months. Any extension or delay of the project, or requests for additional Project Oversight will require CITY to develop and execute a separate, additional Statement of Work for any additional Project Management and/or Technical and Functional Support hours.
- 2.13 Upon acceptance by both parties, CONTRACTOR and CITY shall each assign a representative to act as Project Manager for the appointing party through the final acceptance by CITY. The total project duration will not exceed six (6) months without mutual agreement of the project managers, including a user acceptance test period lasting no longer than (10) calendar days.
- 2.14 CITY will be responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts with support from CONTRACTOR personnel.
- 2.15 This SOW is for professional services only. It does not include costs associated with obtaining licensed products from CONTRACTOR, hardware costs, or third party software or services costs associated with the implementation.
- 2.16 CITY is responsible for testing the Software and reporting any deficiencies to CONTRACTOR for investigation. All software deficiencies will be resolved under the terms of the Software License Agreement.
- 2.17 CITY is responsible for all changes on the IVR side to communicate with the JetPay interface through the Billing Database.

2.18 CONTRACTOR will not be responsible for stopping payments made from the mobile app for previous version downloads. The code is stored on the mobile device so it can't be modified without the customer downloading a new version.

3. DEFINITIONS

All capitalized terms used and not defined herein shall have the same meanings given them in the Agreement.

(a) "Baseline Component System" has the meaning ascribed to such term in the Software License Agreement between the parties, and further, for purposes of this SOW, refers specifically to the CONTRACTOR Customer Self-Service Portal (MCSSP).

(b) "Change Request" means any request for a change to this SOW as specified in Section 5 of this SOW.

(c) "Customizations" mean those modifications and/or interfaces made to the Baseline Component System. Also referred to as "Customization" or "Modification."

(d) "Cut-over" means the period of time beginning with final migration and working towards production processing.

(e) "Deliverable" means the Services, documents and /or materials identified in Section 4 of this SOW.

(f) "Target Release" means the version of the Baseline Component System to which CITY is implementing.

(g) "Work Effort" means the Services rendered by the team of CITY and CONTRACTOR as specified in this SOW.

(h) "Third party software" means binary versions of the computer software programs licensed to Ventyx from third parties and sublicensed to CITY pursuant to the terms and conditions of a License Agreement.

4. SCOPE OF WORK AND DELIVERABLES

CITY has purchased and implemented the CONTRACTOR Customer Self-Service Portal and wishes to make a modification to the Baseline product. The Work Effort consists of the major activities described below.

4.1 Create a package on both the website and mobile application that will be called when a customer requests to make a credit card payment. The package will send a request to the JBOSS server to retrieve the transaction id required to redirect a customer to JetPay website.

4.2 Create a JBOSS server package to retrieve the transaction id from JetPay. The package will be created on the JBOSS server to keep JetPay user credentials secure. The package will send a request to JetPay using the saved credentials returning a unique transaction id that can only be used one time.

4.3 Create an interface using a 3rd party redirect on both the website and mobile application to send the transaction id and account information to JetPay. This will allow the customer to complete a credit card payment using the JetPay Website.

4.4 Update Self Service Database Package to populate the credit card payment history table using the new interface.

- 4.5 Create an interface to IVR that will return the fee amount and allow customers to submit credit card payments. The interface will first return a fee amount to the customer based on the payment amount the customer requests to submit. Once the customer accepts the fee a second transaction will be made that will include the credit information. The credit card and account information will be sent to JetPay to complete payment transaction. The JetPay interface will then return a success or failure message.
- 4.6 Modify the mobile app login to restrict users from logging in on the old mobile app versions to keep credit card payments from being submitted to the old vendor Elavon. A new parameter will be added to the login procedure to identify the app version.

The following language is being added to Attachment B.

Attachment B: Cost Breakdown

CREDIT CARD INTERFACE FOR JETPAY

PRICING SUMMARY:

Create a secure interface to JetPay to accept credit card payments using the Customer Self Service Portal.

Modification	Cost
Mod 1: Credit Card Interface for JetPay	\$28,000

PAYMENT TERMS:

The services contained in this PCR are Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request. CONTRACTOR will invoice in full at the end of project once City has accepted portal. The payment terms for all invoicing is Net 30 Days.

Deliverable	Amount
Code Delivery	\$28,000
Total Cost	\$28,000

TRAVEL:

All above pricing is inclusive of all travel and living expenses. No additional fees will be accepted for payment. There will be no Travel & Living expenses for this project. CONTRACTOR will do all the work remotely.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

CONTRACTOR

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

By: Frank W Anderson

Title: Chief Business Development Officer

Date: 8/9/17

KANSAS CITY, MISSOURI

By: Cedric K...

Title: Manager of Procurement Services

Date: 8/31/17

Approved as to form:

[Signature]
Assistant City Attorney

**CONTRACT FOR SERVICES
STANDARD CITY CONTRACT**

AMENDMENT NO. 1

CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

The following language is being added to Attachment A.

Attachment A: Scope of Work

MCSSP Modify MVOT Processing: Self-service portal currently generates move out service orders automatically without a manual review process. The self-service portal will be modified to restrict generation of move out orders prior to the request being reviewed manually. Orders will be reviewed using the same process in place for move in request.

SCOPE OF WORK:

Create a new procedure to process move out orders that will create a record on the UZTSMVN/UZTMVIN allowing manual review of the order. The UZTMVIN/UZTSMVN will be modified to add the order type, default customer number, default customer first/last name and Internal Review Indicator (Default to Checked for Office). The form will also be modified to generate the move out service order when a user accepts the order. The portal and mobile app will be modified to utilize the new service order procedure.

SCHEDULE OF WORK:

The project duration will be 1.5 weeks of work. The go-live date will be 8/13/2015.

	Task	Duration	Deliverable
1	Modify and test UZTMVIN/UZTSMVN adding order type, default customer information and internal indicator for Office target system.	24	Modified UZTSMVN/UZTMVIN form
2	Create and test new service order procedure to generate move out requests on UZTMVIN to be reviewed manually	26	New service order procedure for move out orders
3	Modify and test web and mobile app to use the new database procedure	10	Modification to web services to utilize database package.

The following language is being added to Attachment B.

Attachment B: Cost Breakdown

Addition of new project:

MCSSP Modify MVOT Processing

PRICING SUMMARY:

Description	Amount
Firm and Fixed Cost	\$10,530

PAYMENT TERMS:

The services contained in this PCR are Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request.

Milestone will invoice KCMO as follows:

Invoice	Deliverable	Amount
1	Completion of Client testing and Go Live Prep	\$5,265
2	Acceptance of Software	\$5,265
	Total	\$10,530

TRAVEL:

All above pricing is inclusive of all travel and living expenses. No additional fees will be accepted for payment.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

CONTRACTOR

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

Date: 8/14/15

By: 

Title: Chief Business Development Officer

KANSAS CITY, MISSOURI

Date: 8/17/15

By: 

Title: Manager of Procurement Services

Approved as to form:


Assistant City Attorney

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2087

TITLE/DESCRIPTION: MILESTONE CUSTOMER SELF-SERVICE PORTAL IMPLEMENTATION

THIS Contract (the "Contract") is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Milestone Utility Services, Inc. ("MUSI"), a Florida corporation ("CONTRACTOR"). Each of the CITY and CONTRACTOR shall be referred to hereinafter as a "Party" and collectively, as the "Parties."

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract; and
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents." The Contract Documents include:

Attachment A:	Scope of Work
Attachment B:	Cost Breakdown
Attachment C:	Software Maintenance and License Terms and Conditions
Attachment D:	Contractor Support Priority, Response and Resolution Guidelines
Attachment E:	City Support Escalation Contacts

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on April 1, 2015 and shall end on March 30, 2016. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this

Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- A. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract. In the event that CONTRACTOR submits an invoice with any error(s) a to form or computation, CITY will provide CONTRACTOR with written notice of such error(s) within fifteen (15) days of receipt of such Invoice, so that CONTRACTOR may promptly cure such error(s) and submit a corrected Invoice.

- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County,

Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon thirty (30) days' prior written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part. CONTRACTOR shall provide CITY with a final Invoice within fifteen (15) days of the effective date of termination, and CITY shall pay all amounts submitted and approved under such final Invoice upon the normal payment terms set forth herein.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days' prior written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days' prior written notice and opportunity to cure such default or breach. If CITY fails to cure such default, then CONTRACTOR shall deliver to CITY a final Invoice for all approved amounts outstanding, and CITY shall tender payment for all amounts outstanding within thirty (30) days of receiving the final Invoice.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. CONTRACTOR shall:

- (a) Submit, in print or electronic format, a copy of CONTRACTOR'S current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) 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.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

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

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$150,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance

with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager
Telephone: (816) 513-1592
Facsimile: (816) 513-1156

With copies to: William Geary, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 28th Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3118

If to the CONTRACTOR: Ram Kasarla, President & CEO
11830 NW 4th Street
Plantation, Florida 33325-2416

With copies to: Michael De Biase, Esq.
Tobin & Reyes, P.A.
225 N.E. Mizner Blvd.
Suite 510
Boca Raton, Florida 33432
Telephone: (561) 620-0656
Facsimile: (561) 620-0657

Sec. 18. General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability

- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
- 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 - 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days' prior written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days' prior written notice of cancellation to CITY for all other reasons of cancellation.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
 - (d) All insurance policies must be provided by Insurance 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 provide insurance in Missouri.
 - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
 - (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. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids ("IFB") solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple exhibits and documents into this Agreement. In the event of any conflict between the CITY and CONTRACTOR regarding the terms and provisions of this Agreement, the CITY and CONTRACTOR shall follow the following conflict resolution procedure before either party may issue a notice of default under Section 10 of the Contract. First, the CITY's Senior Buyer in its Procurement Services Division and the CONTRACTOR's Chief Business Development Officer shall enter into good faith, non-binding discussions and meet at least once, either in person or over the phone, during a period of not less than fifteen (15) calendar days to seek to mutually and amicably resolve the conflict. If these two officials are unable to mutually and amicably resolve the conflict during the 15 day (or longer) period, the head of the CITY's Procurement Services Division and the CONTRACTOR's Chief Business Development Officer, shall enter into good faith, non-binding discussions and meet at least once, either in person or over the phone, during an additional period of not less than ten (10) calendar days to seek to mutually and amicably resolve the conflict. If these two officials are further unable to mutually and amicably resolve the conflict during the 10 day (or longer) period, the City Manager and/or the CITY's Director of Neighborhood & Community Services Department and the CONTRACTOR's Chief Business Development Officer shall enter into good faith, non-binding discussions and meet at least once, either in person or over the phone, during an additional period of not less than ten (10) days to seek to mutually and amicably resolve the conflict. If the conflict resolution procedure is unsuccessful and the conflict remains unresolved at the end of the last 10 day (or longer) period, either party may then pursue the remedies available to them under the terms of this Contract including, but not limited to, the remedies available under Section 10 of this Contract
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Contract and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Contract.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and the Contract; or (2) CONTRACTOR has consulted with an attorney on this Section and the Contract.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Contract. CONTRACTOR certifies that this Contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both Parties, notwithstanding that both Parties may not sign the same counterpart. The Parties'

signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

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

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR shall grant to CITY a license to utilize CONTRACTOR'S Software, substantially in the form of Attachment C, hereto.

Sec. 27. RESERVED.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to

verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR'S facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR'S hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR'S facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR'S suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).
- (h) Notwithstanding the foregoing, CONTRACTOR'S duties and obligations under this Section 29, shall be limited to the provision of CONTRACTOR's services as contemplated by this Contract. CONTRACTOR shall not be required to provide any additional services outside the scope of this Contract.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

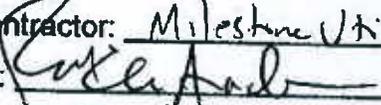
Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY shall have no further monetary obligations in event of termination or reduction of a term contract, other than for services performed (if approved) but not yet invoiced, since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

CONTRACTOR

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

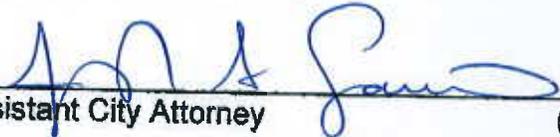
Contractor: Milestone Utility Services, Inc

By: 

Title: Chief Business Development Officer

Date: 3/28/15

APPROVED AS TO FORM


Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: Pranee Medlin

Title: Procurement Manager

Date: 03-31-2015

ATTACHMENT A SCOPE OF WORK

1. MILESTONE CUSTOMER SELF-SERVICE PORTAL AND LICENSE AGREEMENT

CITY has purchased the software license for Milestone Customer Self-Service Portal. CONTRACTOR will provide the services needed to implement the new software. CONTRACTOR will perform the work required to install the new software according to City of Kansas City's requirements. When new production issues arise, CITY will first report the issue to CONTRACTOR. for support services and receive a case number.

1.1 ASSUMPTIONS

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a Banner or Customer Suite development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
- CITY will provide CONTRACTOR with remote access to Development, Training and Testing Banner or Customer Suite environments. This includes the front end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.
- All CONTRACTOR-led training will be conducted with an optimal class size of twelve (12) attendees and a moderate level of interaction. If there are additional attendees, an additional trainer will be allocated and utilized.
- CITY will provide training room with equipment setup.
- CITY will provide a project team with knowledge of current installation and business processes (or access to them) and they will have the authority to make decisions about online self-service web offerings.
- CITY will have a project manager who is responsible for managing CITY's tasks and resources. CONTRACTOR will provide a project manager who is responsible for managing CONTRACTOR tasks and resources.
- The target version to integrate Milestone Customer Self-Service Portal is Customer Suite Version 4.3. The target version of MCSSP to implement is version 1.0.
- CITY will create an environment on the operating server such that the Milestone Customer Self-Service Portal can be installed.
- If online Credit/Debit payments are to be utilized, CITY will negotiate with the online payment card vendor where the portal will navigate the customer.
- All software will be delivered electronically.
- Project Management and Technical and Functional Support ("Project Oversight") Services are based on a project duration of no longer than six (6) months. Any

extension or unforeseen delay of the project, or requests for additional Project Oversight will require an amendment approved by both the CITY and CONTRACTOR for the additional work.

- Upon acceptance by both parties, CONTRACTOR and CITY shall each assign a representative to act as Project Manager for the appointing party through the final acceptance by CITY. The total project duration will not exceed six (6) months without mutual agreement of the project managers, including a user acceptance test period lasting no longer than (10) calendar days. If the project exceeds six (6) months, an amendment to the project schedule via contract amendment must be approved.
- CITY will be responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts with support from CONTRACTOR personnel.
- CITY is responsible for testing the Software and reporting any deficiencies to CONTRACTOR for investigation. All software deficiencies will be resolved under the terms of the Software License Agreement.

2. DEFINITIONS

All capitalized terms used and not defined herein shall have the same meanings given them in the Contract.

(a) "Baseline Component System" has the meaning ascribed to such term in the Software License Agreement between the parties, and further, for purposes of this CONTRACT, refers specifically to the Milestone Customer Self-Service Portal (MCSSP).

(b) "Change Request" means any request for a change to this CONTRACT as specified in Section 5 of this CONTRACT.

(c) "Customizations" mean those modifications and/or interfaces made to the Baseline Component System. Also referred to as "Customization" or "Modification."

(d) "Cut-over" means the period of time beginning with final migration and working towards production processing.

(e) "Deliverable" means the Services, documents and /or materials identified in Section 3 of this CONTRACT.

(f) "Target Release" means the version of the Baseline Component System to which CITY is implementing.

(g) "Work Effort" means the Services rendered by the team of CITY and CONTRACTOR as specified in this CONTRACT.

(h) "Third party software" means binary versions of the computer software programs licensed to Ventyx from third parties and sublicensed to CITY pursuant to the terms and conditions of a License Agreement.

3. PROJECT DELIVERABLES

3.1 PROJECT INITIATION

CONTRACTOR Project Manager will meet with CITY Project Manager and Core Team to review the project schedule and tasks that are required to complete the project and the implementation rollout strategy and the roles and responsibilities of the participants for completing the Work Effort as defined in the CONTRACT. The review meeting will also help to establish the project parameters and enables the parties to address concerns early in the project. The key project individuals will be identified as well as the stakeholders and decision makers. Project resources will be agreed on as well as the project schedule and detailed project plan. The Milestone Project Manager will provide input on the Milestone tasks and deliverables to the CITY project manager, so that the full project schedule can be developed.

Deliverable Number	1.
Deliverable Name	Detailed Project Plan
Purpose	To provide the detailed information in support of the delivery of the elements in the CONTRACT.
Content	A detailed task list including schedules, and resource assignments.
Primary Responsibility	CITY
Participants/Roles	CONTRACTOR Project Manager & CITY Project Manager
CITY Contributon	Develop the overall project plan and schedule.
Deliverable Format	MS Project

Deliverable Number	2.
Deliverable Name	Monthly Activity Status Reports
Purpose	To provide clear on-going communications to the project team concerning the status of the Milestone deliverables, the CONTRACTOR Project Manager will prepare a formal monthly activity report and provide informal weekly status updates.
Content	Ongoing communication between the Project Managers will help to ensure that any variances to the Project Plan are identified and addressed in a timely manner. The reports will contain sufficiently detailed information to enable CITY to determine the status of the Project and any variance from the Project Plan.
Responsibility	Milestone
Participants/Roles	Milestone PM will provide information to the CITY PM
CITY Contributon	Attend status meetings, provide feedback on any CITY tasks
Deliverable Format	Electronic media format and will be delivered/transmitted by the close of business on the first Friday of each month.

3.2 CONFIGURATION WORKSHOP

CONTRACTOR will conduct an onsite workshop to go over the different modules and configuration settings of the product. It is at this point that preliminary decisions will be made about which modules will be offered to the end customer. Once the modules are decided upon, then the different configuration settings will be reviewed (such as Payment Codes, Payment Arrangement Types, etc). CONTRACTOR will capture these different settings a configuration setting document. This document will be used to set up the software in the CONTRACTOR development instance. Additionally, these will be the configuration settings provided on the initial software installation on CITY's development instance.

In addition to configuration settings, CONTRACTOR will work with CITY to mock up the MCSSP screens for both the web portal and mobile App. We will start out with the base screen shots and then work with CITY to determine if and where each field should be on the screen so that it will make the most sense to their customer.

CONTRACTOR will document the configuration settings and screen mockups in a configuration document that will be provided to CITY. This document will be used to set up the initial MCSSP system for testing and then as the installed application on CITY's development box.

In addition to configuration and screen mock up information, CONTRACTOR will capture any requirement or request that is not offered in the base product. This Gap document will be provided to CITY along with the initial configuration setting document. CITY may decide to pursue one or more of the Gap requirements as a modification; however that would fall into the Project Change Request procedure.

Deliverable Number	3.
Deliverable Name	Configuration Document
Purpose	To document the configuration settings needed by CITY
Content	Specific codes and setting to be used to set up the MCSSP software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contributon	Attend configuration workshop, provide requirements and resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document.

Deliverable Number	4.
Deliverable Name	Gap Document
Purpose	To provide a listing of requirements to CITY that cannot be handled by the base software or standard configuration.
Content	CONTRACTOR personnel will document these requirements and provide them to CITY for review CITY may decide to either forgo these requirements or opt for a modification to the software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultant, CITY Core Team
CITY Contributon	Review and Agree with the documented gaps.
Deliverable Format	MS Word Document.

3.3 APPLICATION CONFIGURATION

After the initial configuration document has been completed, CONTRACTOR will begin configuring the application in the development instance. This configuration consists of the following:

1. Enable / Disable different modules
2. Setting the different rules and validations according to the Configuration Setting Document that was developed during Training.
3. 'Blending' of the MCSSP front end application into CITY's website and mobile App.
4. Hide / Display / Move fields on the screens

If there are additional Customer Suite rules that are being established with the implementation of MCSSP, then those rules and validations will need to be managed by CITY. CONTRACTOR may set these rules up in the Development/Training environment just for testing & training purposes, but CITY must be responsible for creating the appropriate rules in other environments (for example, Milestone will not deliver scripts to set up new Payment Arrangement types on UTRPYAR).

Deliverable Number	5.
Deliverable Name	Updated Configuration Document – Initial Configuration
Purpose	Provide up to date configuration document to the CITY in the event of an agreed upon setting change (if there are any changes)
Content	Specific codes and setting to be used to set up the MCSSP software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contributor	Resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document.

3.4 CONFIGURATION TESTING

Once the Application Configuration has occurred, CONTRACTOR will conduct a basic test ensuring that the application has been configured properly, the appropriate transactions are being created in Customer Suite, and that the correct modules are available to the end user. The objective of this test is to verify configuration and operability with CITY's configuration settings. This test will be conducted in the CITY development servers.

Deliverable Number	6.
Deliverable Name	Unit Test Results – Initial Configuration
Purpose	Provide proof to CITY of the functioning system after configuration.
Content	Test Purpose, Test steps, and testing results
Responsibility	Milestone
Participants/Roles	Milestone
CITY Contributor	None
Deliverable Format	MS Word – Milestone Test Case Template

3.5 SOFTWARE INSTALLATION

The configured software will be installed on CITY's development server. CONTRACTOR will provide installers and a System Engineer/Technical Lead to perform off-site and on-site installation and verification activities.

CONTRACTOR will install the development instance, which will be the first database installed; however, we also anticipate using this instance for training. This instance should be connected to a development instance of the Customer Suite application (specifically, an instance of Customer Suite where CONTRACTOR has access to manipulate the customer data if necessary).

CONTRACTOR will provide detailed installation instructions to CITY so that additional instances of the application may be brought online. CITY is responsible for creating the other instances of MCSSP.

Deliverable Number	7.
Deliverable Name	Dev Environment Configuration
Purpose	Set up and configure the Development environment in preparation for MCSSP installation
Content	n/a
Responsibility	CITY
Participants/Roles	CITY DBA / System Admin, CONTRACTOR Technical Consultant
CITY Contributor	Configure development environment
Deliverable Format	n/a

Deliverable Number	8.
Deliverable Name	Installation of the base product install
Purpose	Install the Baseline Component System on CITY's hardware.
Content	This includes the installation instructions and media for the CITY's machines.
Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Technical Consultant, CITY's IT Installer, CITY's DBA
CITY Contributor	Provide development environment
Deliverable Format	Application code placed on CITY's machine that has been designated for training, testing, functional review, and one server.

3.6 TRAINING

After the configuration has been tested to verify it is operating according to CITY's requirements, CONTRACTOR will provide CITY with training on the application. Training will require 1 day preparation and will be a 3 day training session designed for 12 attendees. This training will demonstrate each module that CITY has configured. Instruction will be provided on each of the configuration settings for the module and how the different setting accomplishes CITY's

requirements. Additionally, CONTRACTOR will provide training, in a smaller setting, for the technical staff to go over the technical support and administrative requirements of the system.

As we move through the training, CITY may find that there are some final configurations changes that they would like to make. These final changes will be updated in the Configuration Setting Document.

Deliverable Number	9.
Deliverable Name	Technical Training
Purpose	To provide training on the technical features of the Baseline Component System to appropriate personnel designated by CITY.
Content	Classroom setting consisting of lecture and hands-on practice training as described.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Technical Consultant, CITY Technical Team
CITY Contributor	Attend Training.
Deliverable Format	Classroom training environment for 1 day designed for 1-3 attendees.

Deliverable Number	10.
Deliverable Name	Functional Training
Purpose	To provide functional training on the new features of the configured system.
Content	Classroom setting consisting of lecture and hands-on practice training as described
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultant, CITY Core Team
CITY Contributor	Attend Training.
Deliverable Format	Classroom setting for 3 days consisting of lecture and hands-on practice training for up to 12 attendees.

3.7 FINAL CONFIGURATION

CONTRACTOR will update the final configuration settings in the City of Kansas City development system. These final changes may include true configuration settings or field changes on the different screens. CONTRACTOR does not anticipate reaching this phase of the project and having to configure new modules for CITY (for instance, if CITY decided not to offer payment arrangements during the initial configuration, we would not expect to have to configure payment arrangements during Final Configuration.)

The Configuration Workbook will be updated with the final updates. The final changes will be approved. If any other changes are requested by CITY that were not identified in the Configuration Workbook, then the change will be documented and estimated following the control procedures below (see Change Requests).

The Final configuration settings will be tested in the City of Kansas City development instance and then installed on CITY's test system. A final verification test will be performed to ensure the final configuration settings are operating correctly in CITY's development environment.

Deliverable Number	11.
Deliverable Name	Approved Configuration Document – Final Configuration
Purpose	Provide up to date configuration document to the CITY in the event of an agreed upon setting change (if there are any changes)
Content	Specific codes and setting to be used to set up the MCSSP software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contributon	Review & Approve. Resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document.

Deliverable Number	12.
Deliverable Name	Unit Test Results – Final Configuration
Purpose	Provide proof to CITY of the functioning system after final configuration changes. The scope of this test is only for the final configuration changes.
Content	Test Purpose, Test steps, and testing results
Responsibility	Milestone
Participants/Roles	Milestone
CITY Contributon	None
Deliverable Format	MS Word – Milestone Test Case Template

3.8 USER ACCEPTANCE TESTING

CONTRACTOR will provide functional and technical support for CITY's User Acceptance Testing. This support includes triaging issues found by CITY's testers, addressing any of those issues via Configuration, coding corrections, or potential training issues. CONTRACTOR will provide 1 full time resource for 2 weeks of support (however, the hours for this task may be split between a technical and functional resource).

Deliverable Number	13.
Deliverable Name	User Acceptance Testing Documentation
Purpose	Proof of completed test cases
Content	Test Steps, Testing Results, sign off.
Responsibility	CITY
Participants/Roles	CITY Functional/Business Resources, Milestone Functional Resource
CITY Contributon	Execute and document tests

Deliverable Number	13.
Deliverable Format	To be determined by CITY to notify CONTRACTOR that UAT is complete.

3.9 ADDITIONAL SUPPORT, PRODUCTION PREPARATION AND CUT-OVER

CONTRACTOR will provide additional support to CITY that may be used after User Acceptance Testing and during go-live. These support tasks include triage of issues reported by CITY, researching data or software issues, proposing solutions to correct issues in the system, answer questions regarding functionality of the system. This support period will be for 1 full time resource for 2 weeks past Go Live and then support will roll over into the Maintenance period.

Deliverable Number	14.
Deliverable Name	Additional Support
Purpose	To assist CITY in the execution of the migration Cut-over plan
Content	CONTRACTOR will provide functional and technical support to assist the CITY with its execution of the migration Cut-over plan. The Cut-over plan details the tasks required to begin using the solutions in a production environment, including the sequence of events, the development of the schedule, the roles and responsibilities, and the development of contingency plans.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultant, CONTRACTOR Technical Consultant, CITY
CITY Contributor	CITY will lead the cutover event.
Deliverable Format	Onsite and remote support

3.10 CUSTOMIZATIONS

Any Gaps regarding eligibility for certain programs or plans that were captured during the workshop phase are discussed with CITY. If CITY wishes to pursue the additional functionality, then this will proceed using the Change Request methodology detailed in Section 4 below.

3.11 DATA MIGRATION

CONTRACTOR is estimating that some basic user credential data will be migrated from CITY's existing web portal. CONTRACTOR is assuming that this consists of basic enrollment and log on information: User id, password, and some linkage of User ID to Customer Suite Account. This information will be loaded into the MCSSP enrollment database tables so that the customer may use their same user name and password to access the same accounts that they were able to access in the previous self service application. Additional Data Migration Requirements would be considered out of scope and will require a Change Request.

Deliverable Number	15.
Deliverable Name	User Credentials Migration

Deliverable Number	15.
Purpose	Milestone will migrate CITY's current user credentials to the Milestone Customer Self-Service Portal as previously estimated.
Content	Migrated source with user credentials
Responsibility	Milestone
Participants/Roles	Milestone Functional Consultants, Milestone Developer, CITY Functional Personnel, CITY Technical Personnel
CITY Contributor	Provide understanding and access to the user credentials on the database.
Deliverable Format	Migrated Credentials.

4. CHANGES TO STATEMENT OF WORK AND CONTRACT AMENDMENTS

Request for changes to this CONTRACT that will change the Work Effort must be reviewed and considered as a change, which will be managed as outlined in this section. The investigation and implementation of changes can result in modification to the estimated cost to the CITY or other conditions specified in this CONTRACT.

Any changes that affect the overall contract scope, contract timeline or deliverable dates, or additional cost will be handled via an amendment to the contract. These amendments must be approved by the CITY and CONTRACTOR prior the change being made. All changes to cost must have a Purchase Order issued as well. An amendment may occur at any time throughout the life of the project or during a renewal of the maintenance of the contract.

Minor adjustments to the project schedule and movement of day to day tasks are authorized through the change order process.

The Change Request procedure to be utilized is as follows:

(1) Change Requests may be initiated as a result of the Gap Document

(2) Any Change to the base application, timeline or cost will result in an amendment change control, as these enhancements have not been previously included in the scope of services by Milestone. CITY and CONTRACTOR must document the requested change via email for records purposes using the standard Change Control template.

(3) The change will be reviewed by CITY's team lead. If approved by the team lead, the Change Control will be sent to Milestone to determine the impact on the Estimate and Schedule.

(4) CONTRACTOR will supply CITY with an updated SOW to document the price change. CITY may approve or disapprove the updated SOW.

(5) If the changes are approved then a functional specification will be written to document how the change will work functionally.

(6) The functional specification will be reviewed and approved by CITY.

(7) Once the Change Order is approved, CONTRACTOR and CITY will determine if a contract amendment is required. If so, CITY will submit information to Procurement for processing. Once any required documentation (approved change order and contract amendment) is executed, CONTRACTOR may proceed with coding the changes in the software and testing by a CONTRACTOR functional analyst. The testing results and test scripts will be documented and these results will be provided to CITY.

5. SCHEDULE OF WORK

For the purpose of this CONTRACT, electronic media will be MS Word or Adobe (pdf) for text and MS Project for Project Plans. The deliverables are discussed in detail in the tables within each task.

The schedule of work will be agreed by both parties upon acceptance of any work incorporated under this implementation SOW. CONTRACTOR will provide resources to perform work within a mutually agreed upon start date. Estimated Start Date is 2 weeks following contract execution.

The project plan shown below is a living document and may change as the project proceeds. Minor changes to the project plan require a Change Order; major changes to the project plan require a contract amendment.

6. VERIFICATION CRITERIA

CONTRACTOR will perform Factory Qualification Test (FQT) testing on the development environment to confirm compatibility and completeness with regard to the migrated in scope Customizations and interfaces and ensure the migrated Customizations are ready for Site Integration and Testing. CONTRACTOR personnel will create contrived test data, test each Customization alone and in concert with associated functionality and Customizations, and correct issues that preclude releasing the Customization(s) and software modifications for CITY-instance installation and testing.

6.1 VERIFICATION

The verification criteria set forth in this section will apply and govern with respect to each Deliverable identified in Section 4 above in which verification thereof is required by its terms. CONTRACTOR will notify the CITY when each Deliverable has been completed. The CITY will inform CONTRACTOR in writing within ten (10) business days following CONTRACTOR's notification to CITY; if the CITY believes CONTRACTOR has not satisfied the Completion Criteria set forth in Section 3 above with respect to such item. To the extent that the CITY rejects a Deliverable, it must specify the reasons for such assertion, providing there is a sufficient level of detail. Such reasons must be based specifically on CONTRACTOR's failure to satisfy the requirements set forth in this CONTRACT and, particularly, the descriptions set forth in Section 3 above.

All obligations of CONTRACTOR as outlined in Section 3, "Deliverables" regarding the Deliverable in question (except ongoing warranty obligations) will be deemed satisfied and the Deliverable will be deemed accepted upon written notification from CITY. Should an extension to the ten (10)

business days referenced above be required due to the nature of the Deliverable, such extension will be determined mutually by the CONTRACTOR and CITY Project Managers.

7. REMEDY

Following a notice to CONTRACTOR during the 10-day period described above that a Deliverable fails to meet the governing verification criteria, then, CONTRACTOR will be obligated to remedy the identified deficiency and provide a Deliverable which meets its governing verification criteria described in Sections 3. Following the re-delivery by CONTRACTOR of the remedied Deliverable, then the CITY will again be provided the 10-day period to verify the originally documented deficiencies, as applicable and the provisions of Section 6 above will control the verification thereof.

**ATTACHMENT B
COST BREAKDOWN**

1. SOFTWARE LICENSE AND IMPLEMENTATION SERVICES

Proposed	Cost
Milestone's Customer Self-Service Portal License	\$149,500
Firm and Fixed Price Professional Services Implementation	\$ 90,500
Total	\$240,000

2. PAYMENT TERMS & SCHEDULE

The fee(s) for the implementation will be performed on a Firm and Fixed Price basis. CITY is tax exempt.

The table below describes the deliverables and the payment schedule.

Invoice	Item	Project Milestone	Amount
1	License - Installment 1	License Contract Signed	\$ 99,500
2	Year 1 Maintenance	Acceptance of Software	\$ 10,000
3	Implementation Installment 1	Software Installation	\$ 20,000
4	Implementation Installment 2	Completion of Configuration	\$ 20,000
5	Implementation Installment 3	Completion of Client testing and Go Live Prep	\$ 25,000
6	License - Installment 2	Completion of Client testing and Go Live Prep	\$ 50,000
7	Implementation Installment 4	Acceptance of Software	\$ 25,500
		Total:	\$250,000

Year two and three of the ongoing portal and maintenance fee will be invoiced and paid in full upon the renewal date of the contract. There will be no increase in the fee for the first two renewal years. Subsequent renewal years will be held to a maximum renewal increase of CPI, if accepted by CITY and adequate justification is provided by CONTRACTOR for increase.

3. MILESTONE CUSTOMER SELF-SERVICE PORTAL SUPPORT AND MAINTENANCE COSTS

CONTRACTOR will provide CITY with Maintenance and Support on the MCSSP product. This maintenance will provide CITY with defect corrections to WATER's installed version of the software. Additionally, CITY will get software upgrades or enhancements to the base software added by CONTRACTOR. The annual maintenance fee will be \$10,000.

Annual Support and Maintenance:	Cost
Year 1	\$10,000
Year 2	\$10,000
Year 3	\$10,000

4. TRAVEL EXPENSES

All above pricing is inclusive of all travel and living expenses. No additional fees will be accepted for payment.

For the Customer Self-Service Portal Milestone includes onsite consulting with CITY for the following tasks:

- Configuration Workshop
- Software Installation
- Training
- UAT Support
- Go-live

**ATTACHMENT C
SOFTWARE MAINTENANCE AND
LICENSE TERMS AND CONDITIONS**

1. Definitions. The terms defined in this section 2 and any other capitalized terms defined in other sections of this License Agreement have the meanings stated.
 - 1.1. "Milestone" means Milestone Utility Services, Inc., a Florida corporation.
 - 1.2. "Milestone Proprietary Information" means all proprietary information, know-how, trade secrets and Confidential Information developed or held by Milestone or obtained by Milestone from third parties other than Licensee relating to Milestone's business. Milestone Proprietary Information includes, without limitation, all versions of MCSSP.
 - 1.3. "MCSSP" means the object code of MCSSP version licensed hereunder, specifically the products listed in Appendix A, MCSSP includes all revisions and new versions of MCSSP received by Licensee, if applicable.
 - 1.4. "Licensee Computers" means the stand alone or shared file server computers owned by, and under the exclusive control of, Licensee.
 - 1.5. "License Term" means the term of the license as set forth in Appendix A.
 - 1.6. "Documentation" means information in any format, including documents, manuals and computer-readable files, delivered by Milestone to Licensee regarding the installation, use, troubleshooting and other technical information relating to MCSSP.

2. License Grants.
 - 2.1 Software License Grant. Milestone hereby grants Licensee a perpetual, personal, non-transferable, non-exclusive license, without right of sublicense, to install MCSSP and any other Milestone Proprietary Information provided by Milestone to Licensee onto the hard disks of Licensee Computers for use solely by Licensee's employees, [OPTIONAL] contractors, and authorized third parties], each of which has entered into a written agreement with Licensee that obligates them to protect the proprietary rights of Milestone and its Licensors and to comply substantially with the nondisclosure provisions of this Agreement, as authorized herein, and to reproduce the Documentation for use only as required for the authorized use of MCSSP. Licensee agrees to maintain the computers and media on which MCSSP is copied in a secure place.
 - 2.2 No Third-Party Access to MCSSP. Licensee may not allow contractors or any other third parties to access or copy MCSSP files or install MCSSP on any computer other than a Licensee Computer.
 - 2.3 Modifications of MCSSP. Licensee shall not reverse engineer, decompile or otherwise prepare any derivative works of MCSSP. Licensee acknowledges that MCSSP is proprietary and contains confidential and valuable trade secrets of Milestone, which Licensee agrees to safeguard as provided for under section 8, Confidential Information, below.

- 2.1. Usage Audit. The parties agree that Milestone may conduct an audit of Licensee's usage of MCSSP no more frequently than once per calendar year. Such audit shall be conducted so as to minimize interference with Licensee's use of the product and its normal business operations.
- 2.2. Backup Copies of MCSSP. Licensee may make a reasonably necessary number of copies of MCSSP on magnetic or optical media for backup and disaster recovery purposes.
3. Intellectual Property Ownership Rights. All rights not expressly granted in this License Agreement are reserved by Milestone. Milestone retains sole and exclusive ownership of the Software, the Documentation, and all other associated intellectual property including, but not limited to the technology, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, ideas, artwork, software, works of authorship, and any suggestions, ideas, enhancement requests, feedback, recommendations or other similar information provided by Licensee or any other party relating to MCSSP and any document or other materials embodying any of the foregoing, whether or not any of the same are patentable or copyrightable, and related documentation (collectively, the "Intellectual Property"). Milestone retains all intellectual property rights in, to and/or embodied in or associated with the Intellectual Property provided by Milestone hereunder, and all copies and derivative works thereof, including, but not limited to patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded. The use by Licensee of such MCSSP is authorized only for the purposes herein set forth. Such authorization will cease except as otherwise explicitly provided herein, upon termination of the license.
4. Limited Warranty/Disclaimer.
 - 4.1. MCSSP Warranty. Milestone warrants to Licensee that it has title and/or the authority to grant licenses of MCSSP. Milestone further warrants to Licensee only, and not to Licensee's customers, that MCSSP will perform in substantial accordance with the Documentation for a period of one year as offered in the Maintenance Agreement from the date that MCSSP is installed on Licensee's computer and available for commercial operations ("Warranty Period"). When the Warranty Period expires, Licensee may choose to purchase Maintenance and Support with Milestone (Appendix B). In the event that Licensee elects not to pay for support, Milestone will provide support on a time and materials basis.
 - 4.2. Repair or Refund. If during the Warranty Period MCSSP does not perform as warranted in Section 6.1 above, Milestone shall undertake to correct MCSSP, or if correction of MCSSP is not reasonably possible, Milestone may terminate this License Agreement and refund to Licensee the fees paid hereunder. The foregoing are Licensee's sole and exclusive remedies for breach of warranty. The warranties set forth above are made to and for the benefit of Licensee only and not any third party. The foregoing warranties will apply only if (a) MCSSP has been properly installed and used at all times and in accordance with the instructions for use, and (b) no modification, alteration or addition has been made to MCSSP by persons other than Milestone or Milestone's authorized representative.

- 4.3. Limited Warranty. OTHER THAN THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RELATING TO MCSSP, THE DOCUMENTATION OR THE SUPPORT SERVICES COVERED BY THIS LICENSE AGREEMENT, AND MILESTONE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MILESTONE DOES NOT WARRANT AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY THAT THE OPERATION OF MCSSP WILL BE ERROR FREE OR UNINTERRUPTED.
- 4.4. Allocation of Risk; No Expansion of Warranty. The provisions of this Section 6 allocate risks under this License Agreement between Licensee and Milestone. The license fees paid for MCSSP reflects this allocation of risks and limitation of liability.

5. Limitation Of Liability And Damages.

- 5.1. Limitation of Liability. OTHER THAN EXPRESSLY STATED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND UNDER ANY CAUSE OR ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.2. Limitation of Damages. EXCEPT FOR MILESTONE'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") BELOW, MILESTONE'S TOTAL LIABILITY FOR DAMAGES IN CONNECTION WITH THIS LICENSE AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER FORM OF ACTION, WILL IN NO EVENT EXCEED THE ENTIRE AMOUNT OF THIS CONTRACT ~~OF THE LICENSE FEES PAID BY LICENSEE.~~
- 5.3. Damages as set forth in this Section 7 are the sole and exclusive remedy where no other remedy is expressly provided and are the sole and exclusive alternative remedy in the event another remedy is provided in this License Agreement and such other remedy is deemed to fail of its essential purpose.

6. Confidential Information And Publicity.

- 6.1. Confidential Information. As used in this License Agreement, the term "Confidential Information" means any information, technical data or know-how, including, but not limited to, that which relates to business plans, financial projections, agreements with third parties, patents, patent applications, trade secrets, research, product plans, products, services, suppliers, customers, prices and costs, markets, software, developments, inventions, processes, technology, designs, drawings, engineering, hardware configuration, marketing, licenses, budgets or finances that Milestone or any director, officer, partner, employee, agent or other representative, including advisor, attorney, accountant, financial advisor and

potential financing source (all together, "Representatives") thereof or affiliates provide or have provided to the Licensee by any means (including, but not limited to, orally or in writing or gathered by inspection), together with any and all notes, memoranda, analyses, compilations, studies or other documents (whether in hard copy or electronic media) prepared by or for the Licensee or its Representatives which contain or otherwise reflect Confidential Information, together with any and all copies, extracts or other reproductions of any of the same. The term "Confidential Information" does not include information that: (i) is or becomes generally known to the public through no wrongful act of Milestone or its Representatives; or (ii) is obtained by the Licensee through no wrongful act of Milestone or its Representatives from a source other than Milestone or its Representative provided that such source is not subject to any confidentiality, fiduciary or other obligation to the Milestone or otherwise; or (iv) is independently developed by the Licensee without reference to or reliance upon the Confidential Information. CONTRACTOR agrees that if a request is received for information, that CITY must disclose pursuant to the Missouri Sunshine Law. CONTRACTOR understands that CITY must comply with the Missouri Sunshine Law.

- 6.2. Copies; Reproduction. Licensee may make one (1) archival copy of the Confidential Information provided that the Licensee affixes to such copy all copyright and confidentiality notices (as applicable) that appear on the original. Said archival copy of the Confidential Information must be maintained in a safe and protected environment protected against damage, theft, unauthorized reproduction or use. Further, Licensee shall not analyze, reverse engineer, reconstruct, disassemble, decompile, adapt or otherwise attempt to ascertain the nature of the Confidential Information.

7. Indemnification.

- 7.1. Milestone Options. Milestone hereby indemnifies Licensee, including attorneys' fees and costs at trial or on any appeal, against any claim that MCSSP used within the scope of this License Agreement infringes any United States copyright, patent, or trademark rights of any third party. In the event that (a) MCSSP is held by a court of appropriate jurisdiction to infringe the United States intellectual property rights of a third party and the use of MCSSP is enjoined, (b) Milestone concludes that MCSSP infringes the rights of a third party, or (c) in the case of settlement, Milestone will, if possible on commercially reasonable terms, at its own expense and option: (i) procure for Licensee the right to continue to use MCSSP, (ii) replace the infringing components of MCSSP with other components with the same or similar functionality that are reasonably acceptable to Licensee, or (iii) suitably modify MCSSP so that it is non-infringing and reasonably acceptable to Licensee. If, at Milestone's sole discretion, none of the foregoing options are available on commercially reasonable terms, (A) Milestone may terminate the license rights granted by this License Agreement, and (B) in such case for a perpetual license, refund the license fee reduced by twenty-five percent (25%) for each year Licensee has had use of MCSSP. Licensee will cooperate with Milestone in the return of MCSSP.
- 7.2. Limitation. Notwithstanding the provisions of Section 9.1 above, Milestone assumes no liability for (a) infringements arising from combinations of MCSSP with non-MCSSP or hardware products, including any of Licensee's products, (b) modifications to MCSSP made by any party other than Milestone or Milestone's authorized representative or made under Milestone's direction, (c) use of a prior version of MCSSP to the extent such infringement

would have been avoided by the use of the current version of MCSSP, provided that Milestone has offered or provided such current version to Licensee at no additional cost, or (d) trademark infringements involving any marking or branding not applied by Milestone or involving any marking or branding applied at the request of Licensee.

7.3. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MILESTONE AND THE EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY MCSSP OR ANY PART THEREOF.

8. Return Of MCSSP.

8.1. Termination for Cause. Either party may terminate this License Agreement at any time upon written notice to the other party if (a) the other party materially breaches any provision hereof and fails to cure such breach within thirty (30) days after receiving written notice of such breach, (b) the other party becomes insolvent, (c) the other party makes an assignment for the benefit of creditors, or (d) if there are instituted by or against the other party proceedings in bankruptcy, reorganization, receivership or dissolution and such proceeding is not stayed or dismissed within sixty (60) days. Licensee's failure to pay any amount that is due to Milestone hereunder within thirty (30) days after Milestone gives Licensee written notice of such non-payment shall be a material breach of the Contract.

8.2. Return of MCSSP. Upon termination of this License Agreement, Licensee will make no further use of MCSSP or the Documentation. Within five (5) business days after such termination, Licensee will either destroy or return to Milestone the originals and all copies of MCSSP and the Documentation in the possession or under the control of Licensee. Licensee will certify to Milestone that it has complied with the foregoing requirements. In addition, Licensee shall immediately cease to use all trademarks and, at Milestone's election, destroy or deliver to Milestone all materials provided to Licensee, or in its control or possession which bear such trademarks. The foregoing obligations apply to copies of MCSSP and Documentation in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or combined with other materials.

8.3. Surviving Provisions of Agreement. The provisions of section 5 ("Intellectual Property Ownership Rights"), section 6 ("Limited Warranty"), section 9 ("Indemnification"), section 7 ("Limitation of Liability and Damages"), section 8 ("Confidential Information"), section 10 ("Return of MCSSP"), Section 11 ("Additional Provisions") and Section 12 ("Third Party Licensor Components") shall survive the termination of this License Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this License Agreement.

MAINTENANCE TERMS AND CONDITIONS

1. Maintenance and Support. During any period for which Licensee has paid the required annual support payment, Milestone shall provide Licensee with support services as further described in this Appendix and including:
 - 1.1. All upgrades, patches and service packs for MCSSP which are generally made available to other MCSSP Licensees entitled to software support from Milestone.
 - 1.2. Correction of Defects in MCSSP as described herein;
 - 1.3. Updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to MCSSP provided to Licensee under support.
2. Defect Correction.
 - 2.1. When Licensee reports a suspected Defect in MCSSP to Milestone, Milestone shall attempt, based upon information provided by Licensee, to recreate the suspected Defect. If the Defect is confirmed, Milestone shall use commercially reasonable efforts to provide Licensee a Correction. For the purpose herein, a "Defect" is a material failure of MCSSP to operate substantially in accordance with the applicable Documentation, and a "Correction" includes, without limitation, workarounds, support releases, update disks, correction disks, component replacements, patches and/or Documentation changes, as Milestone deems appropriate.
 - 2.2. Milestone shall not be responsible for correcting Defects in any version of MCSSP other than the most recent release of MCSSP, provided that Milestone shall continue to support prior releases superseded by recent releases for a minimum of eighteen (18) months.
 - 2.3. Licensee agrees to implement within a reasonable time all Corrections provided by Milestone hereunder.
 - 2.4. If, after Milestone notifies Licensee that a problem, error or malfunction, for which Licensee has requested telephone or other support, is not covered by support, Licensee requests Milestone to provide telephone assistance or consulting services to correct the problem, error or malfunction, time relating to such assistance and services, and any other consulting services that Licensee may request, will be charged to Licensee at Milestone's standard hourly rates.

**ATTACHMENT D
CONTRACTOR SUPPORT PRIORITY, RESPONSE
AND RESOLUTION GUIDELINES**

LEVEL OF SUPPORT FOR MILESTONE CUSTOMER SELF SERVICE PORTAL

Milestone Utility Services Maintenance and Support is based on the general requirements and specifications of Production Support.

GENERAL ASSUMPTIONS

1. KCMO will provide a development environment with data recently cloned from Production. MUSI will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
2. KCMO will provide MUSI with remote access to MCSSP environment to be supported by MUSI. This includes the front end application, as well as the servers and database. MUSI will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.

Level of Support

Milestone provides operational support to manage and support daily operations which include triage of issues, and defect process management.

Priority Support

Milestone provides the response times indicated in the table below. Priority indicates the level of criticality of the error/defect. In providing the Services, Milestone shall prioritize and complete the Services, for each component Service requested, by the Time for First Correction and, if needed, the Time for Final Correction, as denoted below.

Priority/Severity	Time for First Correction	Time for Final Correction
Priority 1-Severity 1	Eight (8) business hours	Ten (10) days
Priority 1-Severity 2	Eight (8) business hours	Thirty (30) days
Priority 1-Severity 3	Twenty-four (24) business hours	Three (3) months
Priority 2	Thirty (30) days	120 days; if error time critical, Priority 1-appropriate severity level applies
Priority 3	No deadline/correction as possible	No deadline/correction as possible

“Time for First Correction” is the total time between notice of an error/defect and the introduction of at least a temporary fix for the error/defect, if not the permanent fix.

"Time for Final Correction" is the total time between notice of an error/defect and the completion of a permanent fix for the error/defect.

"Priority 1-Severity 1" means an error such that the Software is not functioning; and Customer is unable to bill its customers.

"Priority 1-Severity 2" means an error in a time sensitive or mission critical function, e.g. payment application not operable, inability to perform budget billing, or an error precluding operation of the charge calculation process, or an error in the batch process function, e.g. inability to run the nightly batch window.

"Priority 1-Severity 3" means an error rendering mission critical applications partially inoperable, e.g. some accounts not completing billing, or inability to complete budget billing for some accounts.

"Priority 2" means an error that is not time critical, e.g. bad debt function not working, monthly GL feed not working.

"Priority 3" means an error that is cosmetic and not related to an important function, e.g. error in documentation, error in on-line help function.

**ATTACHMENT E
CITY SUPPORT ESCALATION CONTACTS**

The CONTRACTOR's day to day point of contact for operational related issues is:

Milestone Utility Services
Sales Executive
Linda Lukas
(803) 960-1487
llukas@musiusa.com

Frank Anderson
Chief Business Development Officer
843-323-5589
fanderson@milestonessi.com

The CONTRACTOR's day to day point of contact for service/technical related issues is:

Ram Kasarla
Chief Executive Officer
954-478-9447
rkasarla@milestonessi.com

Brian Menard
Project Manager
803-445-6549
bmenard@milestonessi.com

The City's day to day point of contact for operational/service and technical related issues is:

Joel Medoza
joel.mendoza@kcmo.org

Miguel Echeverria
816-513-0852
miguel.echeverria@kcmo.org

The City's day to day point of contact for contract related issues is:

Keely Golden, CPPB
Senior Buyer, Procurement Services Division
816-513-0812
keely.golden@kcmo.org

Inter-Departmental Communication

Date: September 14, 2021

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

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

Subject: Docket Memo for Amendment #:210726

CONTRACTOR:	Milestone Utility Services, Inc.
Address:	11830 NW 4 th St. Plantation, FL 33325
Contract #	EV2087 – Milestone Customer Service Portal
Contract Amount:	\$2,751,435.39
MBE Goal:	0%
WBE Goal:	0%
MBE Achieved:	0%
WBE Achieved:	0%

MBE SUBCONTRACTORS:

None

WBE SUBCONTRACTORS:

None

Comments:

This contract started in 2015. A solicitation waiver was approved by the City Manager and the contract was awarded to Milestone Utility Services. The Civil Rights & Equal Opportunity Dept. (then Human Relations Dept.) approved a waiver of MBE/WBE goals on the project due to the proprietary nature of the software provided and maintained by the prime contractor. The original contract was for \$1,150,000 and covered the original contract and five (5) renewals. The contract is now being extended for up to two (2) three-year terms to for the maintenance of the Customer Service Portal and to add additional services to the contract (Amazon Web Services). The Director of Civil Rights & Economic Opportunity Dept. has approved a waiver of MBE/WBE goals on the contract amendment.

Page 2: EV2087 – Milestone Customer Service Portal Amendment

Contract Extension Year 1:	\$ 425,365.00
Contract Extension Year 2:	\$ 438,125.95
Contract Extension Year 3:	\$ 451,269.95
Contract Extension Year 4:	\$ 464,807.82
Contract Extension Year 5:	\$ 478,752.05
Contract Extension Year 6:	<u>\$ 493,114.62</u>
Total Contract Amount:	\$2,751,435.39



Legislation Text

File #: 210738, Version: 1

ORDINANCE NO. 210738

Authorizing a \$1,300,000.00 professional, specialized, or technical services contract with Pure Technologies U.S. Inc. d/b/a Wachs Water Services for the Water Valve and Hydrant Assessments, Mapping, and Data Management Program; and authorizing four successive one-year renewal options for a maximum expenditure of \$6,500,000.00 without further City Council approval.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services Department is authorized to execute Contract No. 9643 in the amount of \$1,300,000.00 with Pure Technologies U.S. Inc. d/b/a Wachs Water Services, on behalf of Kansas City, for the Water Valve & Hydrant Assessments, Mapping, and Data Management Program, Project No. 60800045. A copy of this contract is on file in the office of Water Services.

Section 2. That the Director of Water Services is hereby authorized to expend up to the sum of \$1,300,000.00, from Account No. 22-8010-802010-B, Division of Distribution- Pipeline, to satisfy the cost of this contract.

Section 3. That the Director of Water Services is hereby authorized to execute four successive one-year renewal options for this contract without additional City Council approval with such funds as appropriated by the City Council in future annual budgets.

Section 4. That the Director of Water Services is authorized to expend up to \$5,200,000.00 to satisfy the costs of the four renewals with such funds as appropriated by the Council in future annual budgets, for a maximum expenditure of \$6,500,000.00 for Contract No. 9643 and the four renewals.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Assistant City Attorney

CONTRACT

210738

Ordinance Fact Sheet

A-E/Negotiated Form

Brief Title
 Authorizing a professional, specialized, or technical services contract for the Water Valve and Hydrant Assessments, Mapping, and Data Management Program.

Approval Deadline

Reason
 To authorize execution of a professional, specialized, or technical services contract; and to authorize four successive renewal options.

Details
Reason for Contract
 This program will provide asset management services for water valves and fire hydrants including locating, mapping, assessing, operating, testing, exercising, documenting, and creating work orders. The proposed ordinance will authorize this initial one-year contract plus four successive one-year renewal options without

Discussion
Project Justification
 The purpose of the Water Valve and Hydrant Assessments, Mapping, and Data Management Program is as follows:

- Evaluate, rehabilitate and improve the reliability and operability of valves in the water distribution system;
- Determine operational, physical and location information of valves in the water distribution system;
- Integrate the database deliverables into the City's Hansen and GIS systems;
- Analyze the results and provide consulting services to the City regarding an asset management program for water valves and fire hydrants;
- Evaluate and improve the operability of fire hydrants in the water distribution system;
- Document, integrate and analyze location, physical and operational information on the fire hydrants and hydrant lead isolation valves in the water distribution system; and.
- Provide water main shutdown, filling and flushing water mains and related services as requested by City.

The City owns and operates a 240 million gallon per day water treatment facility, over 25 storage and pumping stations, and approximately 2,806 miles of transmission and distribution water mains.
 The City's customer service area includes approximately 320 square miles within the City proper and several regional transmission main systems to wholesale customers outside its limits.

The north distribution system includes two service levels (north direct and north booster) and the south system has three service levels (south direct, south booster, and south super booster). Approximately 60 isolation valves, referred to as "boundary valves", are used in addition to check valves to maintain the separate service levels and reduced pressure zones. Valve types in the City's distribution system include in-line isolation valves (typically gate, butterfly, and ball valves).

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Pure Technologies U.S. Inc. d/b/a Wachs Water Services
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Professional, Specialized, or Technical Services Pure Technologies U.S. Inc. d/b/a Wachs Water Services Inspections: n/a Construction or Project Management: n/a Service Monitoring: n/a

Policy/Program Impact

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

(Continued on reverse side)

Details

The number of in-line isolation valves in the City's distribution system total approximately 34,500. Percentage breakdown of existing isolation valves by nominal size is as follows:

- 6-inch and smaller: 56%
- 8-inch: 29%
- 10- and 12-inch: 12%
- 16-inch: 1%
- 20- and 24-inch: 1%
- Greater than 24-inch: 1%

Hydrants in the City's distribution system total approximately 25,200 and most are equipped with 6-inch lead isolation gate valves.

Project Description

This project will include the following activities for a specified number of City's distribution valves and fire hydrants:

- Locate, identify, assess, clean out, inspect, exercise or test, record GPS data, create work orders, provide databases for both the City's Hansen Work Order Management System and ESRI GIS Mapping Systems;
- Analyze results;
- Complete specific data queries requested by City;
- Provide consulting services to City regarding its asset management program for water valves and fire hydrants;
- Provide water main shutdown, filling and flushing water mains, and related services approved by the City; and
- Test shut valves and provide professional valve turning, hydrant operation, and related services to shutdown water mains and fill and flush mains in accordance with the City's standard procedures.

The contractor shall be available to assist the City 24 hours a day, seven days a week with a response time of 90 minutes from initial notification by City.

Unit prices for the work to be completed under this contract were set based on the proposals received. Therefore, Water Services proposes a not to exceed \$1,300,000.00 contract to complete work orders. This proposed ordinance will be for a contract will be for a term of one year with four one-year renewal options.

Proposed Contract:	\$1,300,000.00
Proposed Renewal No. 1:	\$1,300,000.00
Proposed Renewal No. 2:	\$1,300,000.00
Proposed Renewal No. 3:	\$1,300,000.00
<u>Proposed Renewal No. 3:</u>	<u>\$1,300,000.00</u>
Total:	\$6,500,000.00

This project is located in Cass, Clay, Jackson, and Platte Counties, Kansas City, Missouri.

Solicitation

Proposals for this project were solicited in accordance with the City's requirements. One proposal was received on June 7, 2021.

Vendor Selection

Pure Technologies U.S. Inc. d/b/a Wachs Water Services was selected for this project in accordance with Code of Ordinance Section 3-31(a).



TRANSPORTATION, INFRASTRUCTURE & OPERATIONS COMMITTEE

SEPTEMBER 15, 2021



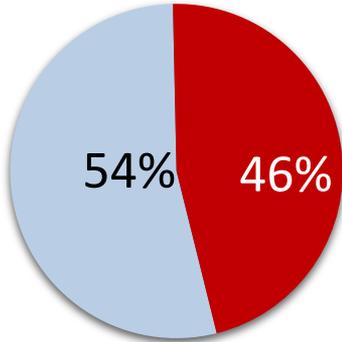
ORDINANCE NO. 210738

Water Valve and Hydrant Assessments, Mapping, and Data Management Program

Authorizing a \$1,300,000.00 professional, specialized, or technical services contract with Pure Technologies U.S. Inc. d/b/a Wachs Water Services for the Water Valve and Hydrant Assessments, Mapping, and Data Management Program; and authorizing four successive one-year renewal options for a maximum expenditure of \$6,500,000.00 without further City Council approval.

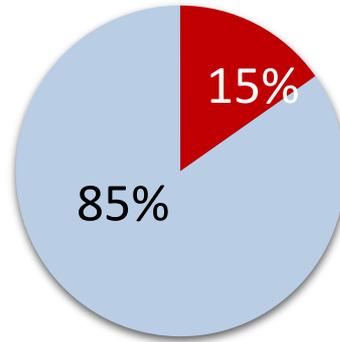
ORDINANCE NO. 210738

Initial Valve Operability



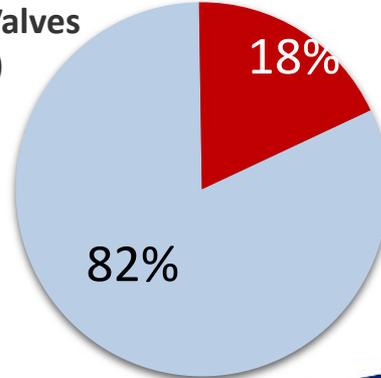
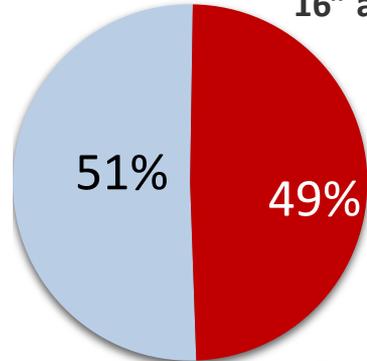
All Valves
(2011-2021)

Current Valve Operability

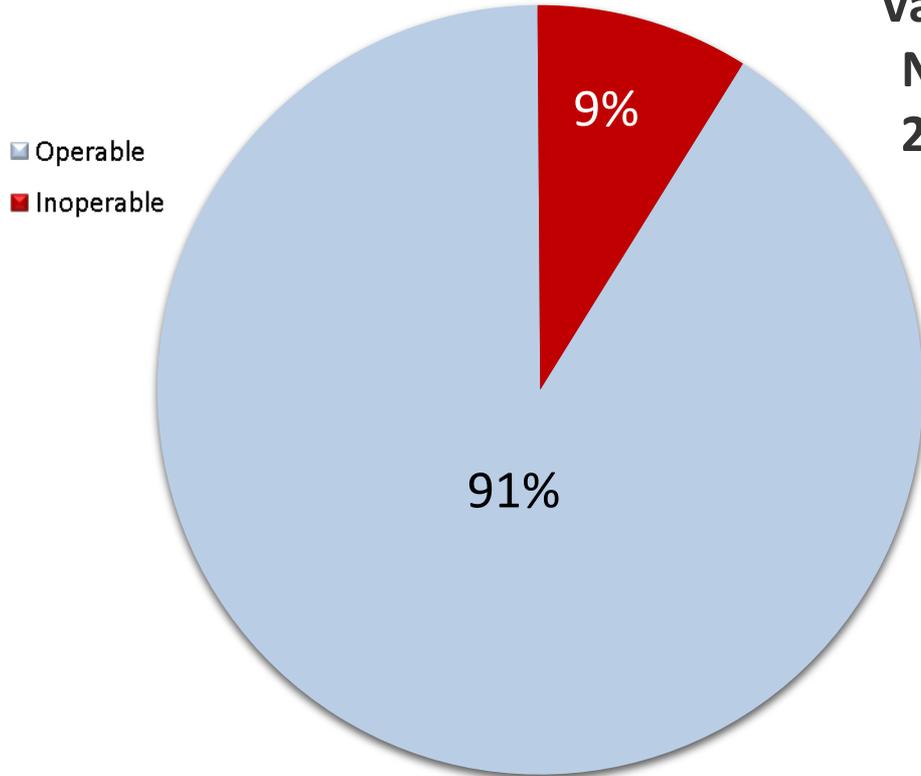


- Operable
- Inoperable

16" and Larger Valves
(2011-2021)



ORDINANCE NO. 210738



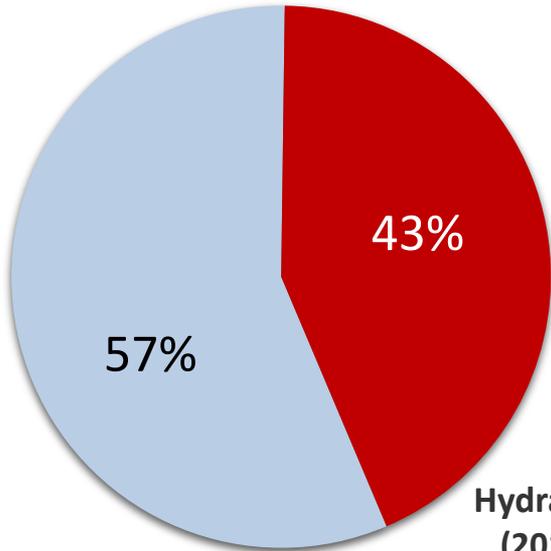
**Valve Operation
Nuts Repaired
2,798 of 3,221**

Size Breakdown

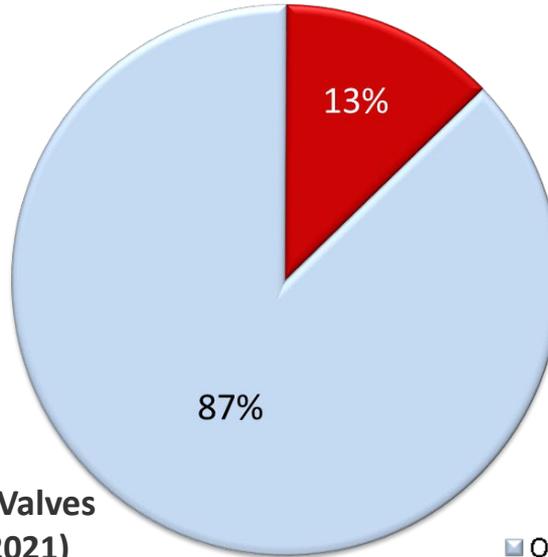
Unknown	12
3"	1
4"	90
6"	2,018
8"	390
10"	91
12"	173
15"	1
16"	12
20"	2
30"	1
36"	2
72"	1

ORDINANCE NO. 210738

Initial Hydrant Valve Operability



Current Hydrant Valve Operability



Hydrant Valves (2011-2021)

■ Operable
■ Inoperable

Overall hydrant operability >99%





THANK YOU



**REQUEST FOR PROPOSALS
FOR PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
FOR CONTRACT NO. 9643, PROJECT NO. 60800045
WATER SERVICES DEPARTMENT
CITY OF KANSAS CITY, MISSOURI**

1. PURPOSE

The City of Kansas City, Missouri (“City”) invites you to submit a proposal for **Water Valve and Hydrant Assessments, Mapping, and Data Management Program**, issued by the Water Services Department of Kansas City, Missouri. The purposes of this program are the following:

- To evaluate, rehabilitate and improve the reliability and operability of valves in the water distribution system.
- To determine operational, physical and location information of valves in the water distribution system.
- To integrate the database deliverables into the CITY’s Hansen and GIS systems.
- To analyze the results and provide consulting services to CITY regarding an asset management program for water valves and fire hydrants.
- To evaluate and improve the operability of fire hydrants in the water distribution system.
- To document, integrate and analyze location, physical and operational information on the fire hydrants and hydrant lead isolation valves in the water distribution system.
- To provide water main shutdown, filling and flushing water mains and related services as requested by City.

2. DUE DATE FOR PROPOSALS AND SUBMISSIONS

All proposal documents should be submitted as listed in this RFP **by 4:00 p.m. (CT) on Monday June 7, 2021** to the City Contact Person.

- (a) **Where.** Proposers shall submit their Proposals to the City Contact Person listed in Section 3. Proposers shall address their Proposal to the City Contact Person and shall state on the outside of the sealed Proposal envelope the following information: the RFP Contract / Project No. and Title, Due Date and Time, and Name of the Proposer’s Business/Firm.
- (b) **No. of Copies/Format.** Proposers shall submit one (1) signed original and one (1) copy on a CD in Microsoft Word/Excel format or on a flash drive. In order to assure uniformity of the Proposals and to facilitate the evaluation process, all Proposals shall be organized and their parts labeled with tabs. Each Proposal shall be presented in 12-point font, such as Times New Roman or Arial, on 8-1/2” x 11” paper, double sided. As part of the City’s green initiatives, Proposers shall limit all excess paper, division tabs, folders, etc., so the Proposals are as eco-friendly as possible.
- (c) **Additional Materials.** The Proposal may also contain any narrative, charts, tables, diagrams or other materials in addition to those called for herein; to the extent such

additions are useful for clarity or completeness of the Proposal. Attachments should clearly indicate on each page the paragraph in the Proposal to which they pertain.

3. PROPOSAL QUESTIONS

- (a) **Questions.** Proposers shall submit any questions or issues about any aspect of this RFP to the following City Contact person:

Kelly Finn, Project Manager
Water Services Department
4800 E. 63rd Street
Kansas City, MO 64130
Phone (816) 513-0351
Fax: (816) 513-0464
E-Mail: kelly.finn@kcmo.org

- (b) **Question Deadline**

(1) Proposers may submit written questions, request clarifications or provide notice to the City of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Standard City Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.

(2) The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum.

- (c) **Questions - Post Deadline**

If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the City Contact. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

4. **DEFINITION OF “REQUEST FOR PROPOSALS” AND “PROPOSAL”**

(a) This Request for Proposals (“RFP” or “solicitation”) is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.

(b) “Proposal” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.

(c) By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended

by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. ESTIMATED SCHEDULE

May 14 2021	RFP Issued by
June 1, 2021 at 4:00 p.m.	Deadline for questions
June 7, 2021 at 4:00 p.m.	Due Date for Proposals

The listed dates in the “Estimated Schedule” are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6. RFP DOCUMENTS

This RFP consists of the following documents:

- (a) Request for Proposals for Professional, Specialized or Technical Services for Contract No. 9643, Project No. 60800045
- (b) Pricing/Cost Proposal (Attachment A – Unit Prices)
- (c) Scope of Services (Attachment B)
- (d) HRD Instructions for Requests for Proposals and HRD Forms
- (e) Employee Eligibility Verification Affidavit
- (f) Professional, Specialized or Technical Services Contract Parts I and II for Water Valve and Hydrant Assessments, Mapping and Data Management Program, Contract No.9643, Project No. 60800045

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- (a) Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer’s Proposal meets the intent of this RFP.
- (b) Before submitting a Proposal to the City, each Proposer shall make all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the performance and delivery of the goods and services (hereinafter “the Services”) requested by this RFP. Failure of a Proposer to make such investigations and examinations shall not relieve the Proposer from Proposer’s obligation to comply, in every detail, with all provisions and requirements of the RFP.
- (c) By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that

Proposer has discovered in the RFP, the Standard Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. CONTENT OF PROPOSAL

8.1 Proposal Part I – Business/Firm Profile and Legal Structure

- Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
- Submit Missouri Secretary of State Certificate of Good Standing.
- List all services provided by the business/firm.
- Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
- Statement regarding all work performed two (2) years immediately preceding the date of the RFP, that contains either (a) a contract by contract listing of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program Requirements have been met.
- Statement that the Proposer has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.
- Statement that Proposer is current on payment of Federal and State income tax withholding and unemployment insurance payments.
- Statement of Proposer's litigation and/or arbitration history over the past five (5) years including final ruling.
- Statement of Proposer's bond history over the past five (5) years including any incidences of failure to perform.

8.2 Proposal Part II – Experience

- List all similar projects on-going or completed by the Proposer within the last 10 years in which the Proposer provided services to water utilities relating to water distribution valves, including valve operations, main shut assistance, minor valve maintenance, hydrant assessments and flow testing, mapping, work order and data management services.

- For each project listed, indicate the utility name, reference and contact information, dollar amount of the contract, and specific services provided (valve assessments, hydrant assessments, hydrant flow testing, minor valve maintenance, main shut assistance, and asset management).
- For each project listed indicate the total number of valves assessed, number of valves 20-inches and larger operated, total number of hydrants assessed and tested, and project completion date. Identify the projects which establish Proposer's minimum required experience qualifications for this project (See Section 9).
- Describe Proposer's familiarity with the City's water distribution system.

8.3 Proposal Part III – Personnel

- Please provide your staff capacity for meeting the City's requirements.
- Identify the Key Employees who are likely to be assigned to this contract if your proposal is selected. [NOTE: Key Employee(s) must be committed to the contract duration, and may not be removed or substituted without the City's prior written consent.]
- For each of the Key Employee(s), provide a resume and/or summary with at least the following background information:
 - a. Description of relevant experience.
 - b. Years of employment with the business/firm.
 - c. City and State of residence.
 - d. State time commitment on other accounts.
 - e. Applicable professional registrations, education, certifications, and credentials.
- Please comment on the ability of your business/firm to sustain the loss of Key Employee(s).
- Please certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour (\$13.75 beginning September 1, 2021) in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances. If not, provide the information and documentation with your proposal listed in Subsection (a) (1 through 10) of Section 3-66, Code of Ordinances.
- For each subcontractor proposed for this project indicate the following: company name, business type, location, role or function in the project, relevant experience and qualifications, and key personnel.

8.4 Proposal Part IV - Project Approach

- Illustrate clearly and concisely Proposer's understanding of the technical elements that must be addressed for successful completion of the Project. Outline your approach to executing the required field work and address the following:
 - a. Describe your approach to data management, work order processes, and QA/QC procedures for valve and hydrant assessments.
 - b. Describe your approach to providing main shut assistance to the City.
 - c. Describe your approach to staffing this project.
- Highlight unique services and management tools and their benefits to the City. What makes your business/firm better than the competition?
- Describe your Quality Assurance Plan.
- State approximate date your business/firm is available to begin work on the Project.
- Provide a project schedule for delivery of services for proposed Contract 9643.

8.5 Proposal Part V – Equipment Available for Project and Safety Plan

- List and describe all major equipment you would utilize for this project (manufacturer and model/type), including but not limited to valve exercising, hydrant flow testing, and GPS instruments for valve & hydrant mapping. Indicate whether the Proposer currently owns the equipment, and if so, how many years of experience operating the same.
- Specify the software computer programs, methods, and resources to be used for integration with the City's GIS and Hanson Work Order Management systems. Indicate in the list of completed projects in the Proposer's Project Experience those projects where the Proposer integrated data electronically into the customer's work order management and GIS systems. For each such project, identify the customer's work order management and GIS systems.
- Provide a summary of a Project Safety Plan for the Project:
 - a. Describe how proposer will address unique safety issues for the Project.
 - b. Discuss Proposer's understanding of the traffic control required for the Project. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.
 - c. Describe your Firm's safety record and environmental compliance record along with OSHA reportable accident rates on recent comparable size

8.6 Proposal Part VI - Sustainability

Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability. The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability

measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies. All City projects must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

- Describe how your Proposal will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.
- Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the project.
- If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

8.7 Proposal Part VII– Pricing

- **Total Cost:** Please submit your proposed Pricing on Attachment A - Unit Prices for the initial contract term. The estimated quantities of items listed in Attachment A are not guaranteed and are solely for the purpose of evaluating proposals. Estimated quantities of items in Attachment A are subject to change by the City before execution of the contract or during the contract term at the City's sole discretion. Each unit price in Attachment A will be deemed to include an amount considered by the Proposer to cover overhead and profit for each separately identified item.
- **Renewal Pricing:** Section 10 of Part I of Contract No. 9643 provides for up to four renewals to the initial contract at the City's sole discretion, where such renewals would be in the best interest of the City. Indicate in your Proposal whether you would request an increase in the Attachment A – Unit Prices for the four renewals, and if so, please provide proposed Renewal Pricing or proposed basis for determining price increases.

8.8 Proposal Part VIII – Required Documents

Complete and submit the following documents to the City:

- a. Your Proposal
- b. Attachment A – Unit Prices
- c. HRD Form 13 Affidavit of Intended Utilization (See Section 26)

9. MINIMUM EXPERIENCE REQUIREMENTS

- (a) The Proposer undertaking valve assessments under this contract is required to have successfully completed within the last five years similar valve programs for at least five water utilities including mapping, valve exercising, minor valve maintenance, and data

management on a minimum of 20,000 water distribution valves each with at least 3,500 valves assessed within the last five years that are 20-inches and larger.

- (b) The Proposer undertaking valve assessments under this contract is required to have documented expertise in operating, exercising, mapping, and condition assessments and data management on water valves 20-inches and larger.
- (c) The Proposer undertaking hydrant assessments and flow testing under this contract is required to have successfully completed within the last 5 years similar hydrant programs for at least three water utilities including mapping, condition assessments, flow testing, and data management on a minimum of 5,000 hydrants each.
- (d) The Proposer is required to provide a minimum of two (2) references for programs of a similar size and scope as the proposed Contract No. 9643 with successful integration of field collected data into the utility's Hansen Work Order management Systems and ESRI GIS Arc Map Systems.
- (e) The Proposer is required to have documented expertise in performing water main shuts for utilities on transmission mains 20-inches and larger and in filling and flushing large diameter transmission mains.

10. **EVALUATION CRITERIA**

Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.

11. **INTERVIEWS**

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

12. **DISCUSSIONS AND NEGOTIATIONS**

The City, in its sole discretion, may do any or all of the following:

- (a) evaluate Proposals and award a contract with or without presentations, discussions or negotiations with any or all of the Proposers;
- (b) discuss and negotiate anything and everything with any Proposer or Proposers at any time;
- (c) request additional information from any or all Proposers;
- (d) request a Proposer or Proposers to submit a new Proposal;
- (e) request one or more best and final offers from any or all Proposers;
- (f) accept any Proposal in whole or in part;
- (g) require a Proposer to make modifications to their initial Proposals;
- (h) make a partial award to any or all Proposers;

- (i) make a multiple award to any or all Proposers;
- (j) terminate this RFP at any time, and reissue an amended RFP or new RFP.

13. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 120 DAYS

- (a) By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred and twenty (120) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- (b) After one hundred and twenty (120) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

14. SELECTION

The City will select the proposal that in the City's sole judgment the City determines to be the best Proposal. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City. The written executed contract must also comply with the City Charter and City Ordinances. This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step. A Proposer does not have a contract with the City until all the steps are completed. If the City does not complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

15. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

16. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

Pursuant to Section 3-35, City Code of Ordinances, the City, at any time, may waive any requirements imposed in this RFP or by any City ordinance or regulation.

17. LATE PROPOSALS

The City, in its sole discretion, may consider proposals received by the City after the proposal due date if: (1) the proposal is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to the City prior to the proposal due date; or (2) if the proposal is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due to the U.S. Postal Service, common carrier or contract carrier; or (3) the proposal is timely delivered to the City, but the proposal is at a different City location than that specified in this RFP; or (4) the City extends the due date after the deadline for a force majeure event that could potentially affect any or all Proposers meeting the deadline; or (5) the City has not opened any of the proposals; or (6) the proposal is required to be electronically submitted and is late due to a technology issue beyond the proposer's control; or (7) it is in the best interest of the City to accept the proposal.

18. CHANGES IN THE RFP

- (a) After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP. The City will notify Proposers of all material changes.
- (b) If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

19. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- (a) After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- (b) The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- (c) The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

20. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer. The City shall have no liability or responsibility for any of Proposer's costs or expenses.

21. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

22. DISCLOSURE OF PROPRIETARY INFORMATION

- (a) A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by:
 - 1. marking each page of each such document prominently in at least 16-point font with the words "Proprietary Information";
 - 2. printing each page of each such document on a different color paper than the paper on which the remainder of the Proposal is printed; and
 - 3. segregating each page of each such document in a sealed envelope, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with the name and address of the Proposer.
- (b) After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- (c) If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.
- (d) Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

23. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected. Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and resolicit Proposals.

24. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

25. BUY AMERICAN AND MISSOURI PREFERENCE POLICIES

(a) Buy American Preference

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When proposals offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the proposal that uses manufactured goods or commodities that are manufactured or produced in the United States.

(b) Buy Missouri Preference

It is the policy of the City to give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when the quality is equal or better and delivered price is the same or less. It is the Proposer's responsibility to claim these preferences.

26. MBE/WBE GOALS

(a) The City desires that City certified Minority Business Enterprises (MBEs) and City certified Women Business Enterprises (WBEs) have a maximum opportunity to participate in the performance of City contracts. The MBE/WBE participation goals for this Project are **15%** MBE participation and **10%** WBE participation.

(b) The City's HRD Forms and Instructions are incorporated into this Request for Proposals and the Contract Documents.

(c) **Please complete HRD Form 13 - Affidavit of Intended Utilization and return it with your Proposal.** The City of Kansas City, Missouri has a list of City Certified MBEs / WBEs at <http://kcmo.org/CKCMO/Depts/CityManagersOffice/HumanRelationsDivision/DisadvantagedMinorityandWomenBusinessEnterpriseSection/index.htm> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE program.

27. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

28. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-2044 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one year after that former employee or official leaves the City's employ. By submitting a proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-2044. Failure to comply with the requirements of Section 2-2044 may cause the Proposal to be rejected.

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For persons with disabilities needing reasonable accommodations please contact the City's ADA Specialists, Ekiasha Ruff at 513-6538 or Jean Ann Lawson at 513-6566. If you need to use the Relay Service, dial 711.

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

PRICING/COST PROPOSAL (ATTACHMENT A – UNIT PRICES)

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

SCOPE OF SERVICES (ATTACHMENT B)

ATTACHMENT B
SCOPE OF SERVICES

Owner: Water Services Department, City of Kansas City, Missouri

Project: Water Valve and Hydrant Assessments, Mapping, and Data Management Program

Project No. 60800045

Contract No. 9643

The CITY owns and operates a 240 MGD water treatment facility, over 25 storage and pumping stations, and approximately 2,806 miles of transmission and distribution water mains. The CITY's customer service area includes approximately 320 square miles within the CITY proper and several regional transmission main systems to wholesale customers outside its limits. The north distribution system includes two service levels (north direct and north booster) and the south system has three service levels (south direct, south booster, and south super booster). Approximately 60 isolation valves, referred to as "boundary valves", are used in addition to check valves to maintain the separate service levels and reduced pressure zones. Valve types in the CITY's distribution system include in-line isolation valves (typically gate, butterfly, and ball valves). The number of in-line isolation valves in the CITY's distribution system total approximately 34,500. Percentage breakdown of existing isolation valves by nominal size is as follows:

6-inch and smaller: 56%
8-inch: 29%
10- and 12-inch: 12%
16-inch: 1%
20- and 24-inch: 1%
Greater than 24-inch: 1%

Hydrants in the CITY's distribution system total approximately 25,200 and most are equipped with 6-inch lead isolation gate valves.

The following Scope of Work describes the professional, technical, and specialized services to be completed under the Water Valve and Hydrant Assessment, Mapping, and Data Management Program. The purposes of this program are the following:

- To evaluate, rehabilitate and improve the reliability and operability of valves in the water distribution system.
- To determine operational, physical and location information of valves in the water distribution system.
- To integrate the database deliverables into the CITY's Hansen and GIS systems.

- To analyze the results and provide consulting services to CITY regarding an asset management program for water valves and fire hydrants.
- To evaluate and improve the operability of fire hydrants in the water distribution system.
- To document, integrate and analyze location, physical and operational information on the fire hydrants and hydrant lead isolation valves in the water distribution system.
- To provide water main shutdown, filling and flushing water mains and related services as requested by City

I. BASIC SERVICES

This program will include the following activities for a specified number of City’s distribution valves and fire hydrants shown on Attachment A – Unit Prices: locate, identify, assess, clean out, inspect, exercise or test, perform minor adjustments, record GPS data, create work orders, provide databases for both the CITY’s Hansen Work Order Management System and ESRI GIS Mapping Systems, and analyze results. CITY selects the valves and hydrants to be included in this program. The estimated quantities on Attachment A – Unit Prices are not guaranteed and are solely for the purpose of comparison of proposals. Determinations of actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by the City.

Except as expressly specified herein, the CONTRACTOR shall provide all resources required to complete the valve and fire hydrant program including all project administration, supervision, labor, programming, equipment, materials, traffic control, permits, software and all other services required by the Work.

II. SCOPE OF SERVICES

Item 100 - MONTHLY PROJECT ADMINISTRATION AND CONSULTING SERVICES

Payment for Monthly Project Administration and Consulting Services Item will be at the contract unit price for Monthly Project Administration and Consulting Services in Attachment A. Such payment and price shall constitute full compensation for all labor, equipment, materials, and for all Work necessary to complete the following tasks:

Task 101- MONTHLY PROJECT ADMINISTRATION

CONTRACTOR will provide the management functions required to successfully complete the work, including project correspondence with CITY’s staff; supervision and coordination of services; scheduling, and assignment of personnel, and invoicing for the work performed.

Task 102 - CONDUCT MONTHLY PROGRESS MEETINGS

CONTRACTOR will conduct monthly progress meetings to review the progress of the work and coordinate work activities with CITY staff. CONTRACTOR shall prepare and make a monthly presentation to CITY of program results to date.

Task 103 – PROVIDE CONSULTING SERVICES TO CITY

The CONTRACTOR shall analyze the results of its assessments of water valves and fire hydrants and provide consulting services to CITY regarding its asset management program for water valves and fire hydrants. Services shall include in addition to the monthly deliverable databases completing specific data queries relating to the water asset assessments as requested by CITY.

Item 200 – WORK PLAN AND OTHER DOCUMENTS

Payment for Work Plan and Other Document Item will be at the contract unit price for Work Plan and Other Documents in Attachment A, apportioned in accordance with percent complete. Such payment and price shall constitute full compensation for all labor, equipment, materials, and for all Work necessary to complete the following tasks:

TASK 201 – PREPARE WORK PLAN

CONTRACTOR shall provide to and discuss with the CITY alternative approaches to identifying which valves and hydrants will be assessed under this Contract. The discussion will include the advantages and disadvantages to the various approaches.

Once the CITY approves the valve and hydrant assessment approach for the project, the CONTRACTOR will prepare a written work plan that includes the following items:

- a. Rationale, description, and list of which valves and hydrants will be assessed under this Contract. Include appropriate maps showing the location of valves and hydrants to be assessed.
- b. A list of the order in which the valves and hydrants will be assessed under this Contract.
- c. A list of critical valves to be assessed annually.
- d. A listing of what valves and hydrants should be assessed in each of the potential Contract renewals with maps showing the locations of those valves.
- e. A detailed description of the administrative processes (issuing of Hansen WOs, tracking of WOs, updating/integrating Hansen data, GIS updating, etc.), inspection, testing, exercising, locating, mapping, recording, data/record management, and valve/hydrant assessment procedures and other standard operating procedures to be used by its field crews as an operational manual for this project.
- f. Upon completion of the work plan, the CONTRACTOR will make a presentation to the CITY that describes its proposed work plan and the CONTRACTOR's approach. CONTRACTOR shall revise the work plan as requested by CITY.

Task 202 – PREPARE QUALITY ASSURANCE / QUALITY CONTROL PLAN

CONTRACTOR shall prepare and submit for approval by CITY a detailed written QA / QC plan for data collection and data management functions, including methods and procedures for collecting and providing to CITY complete, accurate, and precise valve and hydrant data as required herein.

Task 203 – PREPARE SAFETY PLAN

The CONTRACTOR shall prepare a detailed written safety plan covering all field operations.

Task 204 – PREPARE TRAFFIC CONTROL PLAN

CONTRACTOR shall prepare a detailed written traffic control plan for field operations. Plan shall meet requirements of CITY’s Public Works Department.

Task 205 – PREPARE PROJECT SCHEDULE

The CONTRACTOR will develop an overall project schedule for the work to be approved by CITY prior to the commencement of work. The CONTRACTOR shall update the schedule on a monthly basis and submit the revised schedule to CITY along with each Pay Application.

Task 206 – CONDUCT INITIAL PROJECT MEETING

CONTRACTOR will conduct an Initial Project Meeting to clarify the CITY’s intended Scope of Work and other special requirements for the project; to collect and review pertinent available data; and to present CONTRACTOR’s initial work plan, QA/QC plan, safety plan, traffic control plan, and project schedule to confirm they meet the CITY’s requirements. At the meeting, the CONTRACTOR will clarify with CITY the valve and hydrant data to be collected, data format and procedures for integrating data within CITY’s Hanson Work Order Management System and GIS System.

Task 207 – PREPARE ASSET MANAGEMENT FINAL PROGRAM REPORT

Upon completion of the field work, CONTRACTOR will evaluate and analyze the results of all valve and hydrant assessments, prepare a final Program Report, and make a final presentation to the CITY. The report and presentation will include a critical analysis of the results of the completed program and recommendations.

Item 300 - WATER VALVE ASSESSMENT

CONTRACTOR will perform water valve assessments for valves selected by CITY, including locating, identifying, accessing, cleanout, inspection, exercising, marking, mapping, and training CITY’s crews as described herein. In addition to valves to be assessed throughout a specified area, CITY will provide the CONTRACTOR a list of critical valves and boundary valves, which must be assessed within the annual contract period and are located throughout the entire service area. The majority of the critical valves are located on the large transmission mains which convey water throughout the system and to adjacent communities. These valves have a high consequence of failure as the interruption of service in the corresponding pipelines will result in a large reduction in conveyance capacity to the distribution system. The boundary valves are normally in a closed position and are necessary to maintain the separate service levels and reduced pressure zones in the distribution system.

Payment for all water valve assessment tasks will be made at the contract unit price for Water Valve Assessment in Attachment A for the designated valve type (non-critical, critical, boundary valve, and hydrant lead). The CONTRACTOR’s water valve assessment crew must consist of a minimum of two (2) crew members. Such payment and price shall

constitute full compensation for all labor, equipment, materials, permits, mobilization, traffic control, cleanup, restoration, proper disposal of waste materials, demobilization, and for all Work necessary to complete the following water valve assessment tasks:

Task 301 - LOCATE THE VALVE

CONTRACTOR will locate all water distribution valves using the following guidelines:

- a. Search for all valves visually using current GIS mapping of the water distribution system. CITY will provide CONTRACTOR maps (electronic files as pdfs) of relevant areas of the CITY's water distribution system.
- b. Search for water valves shown on the GIS, but not identified by visual inspection, using recorded measurements to valves from curbs or other monuments (if available), magnetic locator, probing rods, and other tools.
- c. If the valve cannot be located after searching for a minimum of 20 minutes, the valve will be labeled "cannot locate" and documented as a work order, determine a mapping grade GPS position at the location where searched and otherwise treat the "cannot locate" valve as a standard valve assessment. CITY may provide further direction to CONTRACTOR regarding a "cannot locate" valve.

Task 302 - IDENTIFY THE VALVE

Each valve will be identified by its corresponding CITY identification number. In cases where Asset ID's are not available, the CONTRACTOR will create a temporary asset identification number in accordance with CITY's procedures.

Task 303 - ACCESS THE VALVE

The valve cover shall be removed by the CONTRACTOR in order to access the valve. If it is not possible to remove the valve cover intact, the cover will be broken, the valve accessed, and the cover replaced. Replacement covers are to be provided by CITY.

Task 304 - CLEAN OUT VALVE BOX/VAULT

The CONTRACTOR will vacuum out debris or pump out water from the box/vault in order to allow access to the valve operating nut and bonnet bolts where possible. The CONTRACTOR will provide an industrial vacuum designed specifically for water utility valve box maintenance and a water pump to remove debris and water from box/vault so that the operating nut is exposed and clearly visible (not under water or debris) at the time the valve is operated. CITY will provide a location for discarding materials vacuumed out of the valve structures.

Task 305 - INSPECT VALVE

The CONTRACTOR will execute a visual inspection of the valve, valve structure and vaults. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. The specific inspection information to be documented is noted in the documentation section.

Task 306 - EXERCISE VALVE

The CONTRACTOR will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. The CONTRACTOR must use a microprocessor controlled heavy duty utility valve turner with sufficient torque capacity applied in a graduated sequence to assure that all large valves can be safely operated. Minimum torque capacity of valve turning equipment shall be 750 ft-lbs with extendable reach of minimum 15 feet with hand-held controller. In addition, CONTRACTOR shall maintain equipment within the project area to apply higher torques (up to 1,500 ft-lbs) to safely operate large valves as required by field conditions and upon approval of CITY.

In preparing its work plan (Item 200), the CONTRACTOR will submit to CITY for approval proposed standard operating procedures for the following:

- 4” and smaller gate valves
- Butterfly valves of various sizes
- 6” to 12” gate valves
- 16” and larger gate valves that are not geared
- 16” and larger geared valves
- 12” and larger valves, characterized as “critical” by CITY
- Controlling torque using hydraulic valve turning devices
- Valves found in the wrong position
- Torque limits for each of the above valves
- Procedures for valves that do not cycle at the proposed torque limit
- Procedures for large valves with inoperable bypass valves
- 12” and larger valves, characterized as “critical” by CITY

Out of position valves create unintended dead ends and water quality problems requiring hydrants to be flushed when they are re-opened. Upon approval by the CITY, hydrants may be flushed under these conditions and will be manually documented, and these activities billed on a time basis (hourly crew rate) as agreed by CITY.

Task 307 – MARK VALVE

Valve lid covers will be marked with blue paint, as the inspection and exercising process is completed as directed by CITY. The mark is intended to provide field evidence of work completed at an individual valve and will also assist any future crews in locating the valve in a timely manner.

Task 308 – MAP VALVES

All water valves encountered in this program are to be GPS mapped (horizontal coordinates and elevation of valve cover) with mapping grade sub-foot accuracy with the attribute data delivered in a database compatible with CITY’s existing data schema. Coordinate data shall be field collected with autonomous GPS readings and differentially corrected via post-processing. The CONTRACTOR shall further refine positions through

filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: U.S. State Plane Coordinate in U.S. feet (expressed in feet and decimals of a foot). The coordinates must conform to the “Missouri Coordinate System of 1983, West Zone” State Wide Missouri Geographical Reference System Monuments and Kansas City Metro Control Project monuments. All elevations shall be indicated in NAVD 88 Datum (in feet and decimals of a foot).
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP): < 6
- Minimum number of raw positions collected: 20

In addition to database attribute requirements, the following data items shall be generated as a result of this process:

- PDOP value
- HDOP value
- Correction Status
- Date Recorded
- Time Recorded
- Total Positions
- Filtered Positions
- Horizontal Precision
- Vertical Precision
- Standard Deviation
- Coordinate.cor File Name
- X-coordinate
- Y-coordinate
- Z-coordinate

Task 309 – PROVIDE PERIODIC FIELD SURVEY TO CONFIRM ACCURACY

CONTRACTOR will provide periodic field corroborative surveys of valve locations and grade to confirm the minimum required accuracy for horizontal coordinates and elevation data is consistently being achieved in mapping valves by comparing project data to Survey Grade GPS RTK with less than 2 cm accuracy or approved equal.

CONTRACTOR shall provide a minimum of six 8-hour corroborative field surveys of valve locations throughout the term (annually) of the Contract for comparison with the project’s valve mapping data.

Task 310 – CHECK, UPDATE, AND RECORD VALVE “TIES”

For each valve assessed under this program, CONTRACTOR will check and update in a consistent manner historical valve “ties”, maintained by CITY in its Hansen Work Order

System, i.e., measurements to valves from curbs or other monuments. For valves without “ties”, CONTRACTOR will provide CITY and record in a consistent manner valve “ties”.

Item 400 – FIRE HYDRANT ASSESSMENT

CONTRACTOR will perform assessments for fire hydrants, including locating, identifying, accessing, inspection, operationally test, conducting pressure and flow test, flushing, and mapping as described herein. In addition, CONTRACTOR shall document the condition of the fire hydrants and test results, create a deliverable database and work orders, and analyze the results. CONTRACTOR will locate, identify, access, cleanout, inspect, exercise, mark, GPS map and document hydrant lead valves under the current scope and pricing for valve assessments (Item 300).

Payment for all fire hydrant assessment tasks will be made at the contract unit price in Attachment A for the item described in Task “Fire hydrant Assessment, Flushing, Flow Testing, & Documentation.” Such payment and price shall constitute full compensation for all labor, equipment, materials, permits, mobilization, traffic control, cleanup, restoration, proper disposal of waste materials, demobilization, and for all Work necessary to complete the following hydrant assessment tasks:

Task 401 - LOCATE FIRE HYDRANT

CONTRACTOR will locate all hydrants using the following guidelines:

- a. Search for all hydrants visually using current GIS mapping of the water distribution system. CITY will provide to CONTRACTOR maps (electronic files as pdfs) of relevant areas of the CITY's water distribution system.
- b. CONTRACTOR will search for missing fire hydrants shown, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
- c. If the hydrant cannot be located after searching for a minimum of 20 minutes, the hydrant will be labeled “cannot locate” and documented as a work order, determine a mapping grade GPS position at the location where searched. CITY may provide further direction to CONTRACTOR regarding a “cannot locate” hydrant.

Task 402 - IDENTIFY FIRE HYDRANT

Each hydrant will be identified by its corresponding CITY identification number. In cases where Asset ID's are not available, the CONTRACTOR will create a temporary asset identification number in accordance with CITY's procedures.

Task 403 - ACCESS FIRE HYDRANT

CONTRACTOR will clear obstructing plant growth from an area three feet surrounding the base of the fire hydrant.

Task 404 - INSPECT FIRE HYDRANT

The CONTRACTOR will execute a visual inspection of the hydrant, noting observed conditions. The specific inspection information to be documented is noted in Tasks 600 and 700.

Task 405 – OPERATIONALLY TEST FIRE HYDRANT

CONTRACTOR will mechanically test; pressure test and flow test each fire hydrant. The mechanical inspection includes removing, greasing and replacing all caps, slowly opening and bleeding the air out of the fire hydrant and pressurizing the barrel at full system pressure. The pressure test will be conducted with the fire hydrant charged at full system pressure, any leakage and static pressure will be documented. The flow test will be conducted by opening one of the 2-1/2” caps, affixing a diffuser, (de-chlorination optional), slowly opening the fire hydrant to the full position and documenting the residual pressure. At the completion of the hydrant flow test, the fire hydrant will continue to be flowed (flushed) until the water becomes clear. At this time the fire hydrant will be slowly closed, drainage of the fire hydrant will be observed, caps will be replaced and the area will be fully restored. For hydrants with only a pumper nozzle, an adaptor will be connected with two (2), 2-1/2” ports, with one port for the diffuser and the second for pressure gauges and the testing completed as above for all hydrants.

Task 406 – MAP FIRE HYDRANTS

All fire hydrants are to be GPS mapped (horizontal coordinates and elevation of the hydrant operating nut) with mapping grade sub-foot accuracy with the attribute data delivered in a database compatible with CITY’s existing data schema. Coordinate data shall be field collected with autonomous GPS readings and differentially corrected via post-processing. The CONTRACTOR shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: U.S. State Plane Coordinate in U.S. feet (expressed in feet and decimals of a foot). The coordinates must conform to the “Missouri Coordinate System of 1983, West Zone” State Wide Missouri Geographical Reference System Monuments and Kansas City Metro Control Project monuments. All elevations shall be indicated in NAVD 88 Datum (in feet and decimals of a foot).
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP): < 6
- Minimum number of raw positions collected: 20

In addition to database attribute requirements, the following data items shall be generated as a result of this process:

- PDOP value
- HDOP value

- Correction Status
- Date Recorded
- Time Recorded
- Total Positions
- Filtered Positions
- Horizontal Precision
- Vertical Precision
- Standard Deviation
- Coordinate.cor File Name
- X-coordinate
- Y-coordinate
- Z-coordinate

Task 407 – PERFORM MINOR FIRE HYDRANT MAINTENANCE

Minor hydrant maintenance is defined as a service not covered under the Missouri's Prevailing Wage Law, which can return a fire hydrant to full operability or fire flow to full capacity. Minor hydrant maintenance necessary to return a fire hydrant to 100% operability will be performed by the CONTRACTOR upon approval by CITY and executed and billed on a time basis (hourly crew rate). No hydrant replacements, vacuum or backhoe excavation, rebuilds, overhauls, or other major repairs will be performed under this Contract.

Item 500 - VALVE BOX GRADE ADJUSTMENTS AND OTHER MINOR VALVE MAINTENANCE

The CONTRACTOR will complete limited valve box grade adjustments and other minor valve maintenance to existing assets as they are encountered throughout this program upon approval by CITY. Other minor valve maintenance is defined as a service not covered under Missouri's Prevailing Wage Law and not included under any other Item's scope herein, which returns a valve to full operability. Payment for limited valve grade adjustments shall be made at the contract unit prices in Attachment A. Payment for other minor valve maintenance pre-approved by CITY shall be made at the hourly crew rate in Attachment A. Such payment and price shall constitute full compensation for all labor, equipment, materials, permits, traffic control, and for all Work necessary to complete the following tasks:

Task 501 – Raise Valve Box in Asphalt (< 6 inches below grade)

Locate the paved over valve, cut and remove asphalt over the valve, and apply risers to raise to existing street level. Temporarily patch around the valve with cold-mix asphalt material. Valve risers provided by CITY.

Task 502 - Raise Valve Box in Grass, Dirt, or Gravel (< 12 inches below grade)

Locate the buried valve, dig down to the cover, apply risers to raise to existing grade, and backfill around the risers with soil. Valve risers provided by CITY.

Task 503 – Hourly Crew Rate for Other Minor Valve Maintenance (No excavation)

Upon approval by CITY, CONTRACTOR shall provide other minor valve maintenance to existing valves and billed on a time basis (hourly 2-person crew rate with the standard equipment used to conduct valve assessments) to return valves to full operability and save the cost of replacement, rebuild, or overhaul. Examples of minor valve maintenance include replacement of op nut and freeing “frozen” valves by slowly increasing torque in an appropriate manner with specialized equipment. Minor valve maintenance under this task must be pre-approved by CITY. No valve replacements, vacuum or backhoe excavations, rebuilds, overhauls, or other major repairs will be performed under this Contract.

Item 600 - INFORMATION MANAGEMENT – HANSEN WORK ORDER SYSTEM

The CONTRACTOR will analyze CITY’s current business systems and processes for Hansen work order management and determine database deliverables compatible with the CITY’s Hansen Work Order Management System as approved by CITY. Payment for deliverable databases into CITY’s Work Order Management’s System will be made at the contract unit price for Information Management - Hansen Work Order System in Attachment A, apportioned in accordance with percent complete. Such payment and price shall constitute full compensation for all labor, equipment, materials, analysis, coordination, meetings, documentation, procedures, software, and for all Work necessary to prepare, convert, transmit and deliver valve and fire hydrant data and create work orders in appropriate format in the CITY’s Hansen Work Order Management System, and perform the following tasks:

Task 601 - CITY’s Hansen Work Order Management System.

CITY utilizes Hansen version 8.8.0 with Info Public Sector 11.2.0 software to manage work orders and to schedule and track maintenance activities on water facilities. Additional upgrades can be expected during the duration of this contract. The CONTRACTOR will assist CITY to create work orders on all valves and fire hydrants, currently in the CITY’s GIS system and any additional valves or hydrants not in the current GIS system located during field operations as approved by CITY. At a minimum, the CONTRACTOR will be required to collect information for each valve and hydrant and develop a compatible database and a means of uploading the data to the CITY’s Hansen Work Order Management System, creating work orders and populating asset tables.

Task 602 - Documentation

Data will be documented on each valve and fire hydrant as specified by CITY and integrated electronically into CITY’s Hansen work order management system.

A. Data documentation for valves will include, but not necessarily limited to:

1. Physical data: CITY ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies

(by category and details), box/vault discrepancies (by category and details), additional physical information as necessary.

2. Location data: Mapping grade GPS coordinate and elevation data parameters.

3. Operational data: Turns, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies, additional operational comments as necessary.

4. Deficiencies: Details on deficiencies so that a work order can be created.

B. Data documentation for fire hydrants will include, but not necessarily limited to:

1. Physical data: ID number, map number, fire hydrant size, manufacturer, year, fire hydrant discrepancies such as missing caps, misaligned nozzles, rounded operating nuts, paint condition and additional physical information as necessary.

2. Location data: Mapping grade GPS coordinate and elevation data items as noted in the GPS mapping section.

3. Operational data: Turns, close direction, observed leakage (categories and details), flow observation (categories and details), specific operational discrepancies (categories and details), additional operational comments as necessary.

4. Discrepancies: Detail on discrepancies so that a work order (as described below) can be concisely created

Task 603 - Deliverable Database

The CONTRACTOR will provide applicable valve and hydrant data in a spatially accurate database with format and schema compliant with CITY's existing data structure for its Hansen Work Order Management System. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. CONTRACTOR agrees to make adjustments to its deliverable database format and schema as requested by CITY to maintain compatibility. All work orders to be created shall be made in the Hansen Work Order Management System format.

The database for valves shall contain the information agreed with CITY and at a minimum the following attribute data:

- Identification
- Source document reference
- Date and time of operation
- Primary activity

- Whether valve located
- Street Location / Intersection
- Valve size
- Valve type
- Whether map discrepancy
- Use of valve
- Valve structure
- Whether valve box vacuumed or pumped out
- Type of operator
- Operating nut depth
- Surface cover
- Lid size and condition
- Whether valve exercised
- Equipment used to exercise valve
- Valve position found and position left
- Close Direction
- Number of Turns
- Max Torque
- Final Torque
- Torque Chart for Large Valves
- Valve Condition (operable, inoperable)
- Valve Discrepancies (categories and details)
- Structure Discrepancies (categories and details)
- Whether Valve Covered Over and if so, Inches Below Grade
- Minor Valve Maintenance Performed
- Whether Work Order Created
- Valve Mapping and Elevation Data
- Valve “ties”
- Post-Processing Performed on Mapping and Elevation Data
- Other Attribute Items as Agreed

B. The database for fire hydrants shall contain the information agreed with CITY and at a minimum the following attribute data:

- Identification
- Date and time of operation
- Primary activity
- Whether hydrant located
- Street location / intersection
- Whether map discrepancy
- Hydrant ties
- Fire hydrant size
- Fire hydrant type

- Fire hydrant manufacturer
- Fire hydrant year
- Bury depth
- Steamer height
- Nozzle number and diameter
- Whether drained
- Whether operated
- Operating test results including pressures (static, residual, pitot) and flow rate
- Hydrant condition (operable, inoperable)
- Hydrant color and overall paint condition
- Hydrant discrepancies (categories and details)
- Whether work order created
- Hydrant mapping data (state plane coordinates) and elevation of the operating nut
- Post-processing performed on mapping and elevation data
- Other attribute items as agreed.

Before field operations commence, CITY and CONTRACTOR shall meet to review specific data schemas to be employed on the project, including the features to be collected, data format, and procedures for incorporation of the field collected data into CITY's the Hansen Work Order Management System. CONTRACTOR shall prepare detailed documentation of proposed database deliverables, data integration procedures, and submit to CITY for approval.

Task 604 - Work Orders for Valve & Hydrant Repairs by CITY

The CONTRACTOR will create work orders for all repairs by CITY that are needed in order to bring the valves and hydrants in the system up to 100% operability. These work orders will be captured and integrated electronically into the CITY's Hansen system. Work orders will specifically note the deficiency of the valve or hydrant and the general repair activity required by CITY to return the valve or hydrant to full operability.

Work orders for valves will contain, at a minimum, the following information:

- Valve ID
- Map number
- Specific valve deficiencies (category and details)
- Specific repair activity required to return the valve to full operability

Work orders for fire hydrants will contain, at a minimum, the following information:

- Hydrant ID
- Map number
- Specific hydrant deficiencies (category and details)
- Specific repair activity required to return the hydrant to full operability

Task 605 – “Out of Service” Fire Hydrant Work Orders & Reporting

The CONTRACTOR will document “Out of Service” fire hydrants as a work order and report these non-functioning assets to the CITY as directed on a daily basis, or as soon as is practical. Out of Service fire hydrants are critical, and notification to the CITY shall be expeditious.

Item 700 – INFORMATION MANAGEMENT – ESRI ARC GIS

The CONTRACTOR will analyze CITY’s current business systems and processes for ESRI GIS and determine database deliverables compatible with the CITY’s GIS systems as approved by CITY. Payment for deliverable databases into CITY’s ESRI ARC GIS system will be made at the contract unit price for Information Management – ESRI ARC GIS in Attachment A, apportioned in accordance with percent complete. Such payment and price shall constitute full compensation for all labor, equipment, materials, analysis, coordination, meetings, documentation, procedures, software, and for all Work necessary to prepare, convert, transmit, and deliver data in appropriate format into CITY’s GIS system and perform the following tasks:

Task 701 - CITY’s ESRI ARC GIS System

CITY utilizes ESRI ARC GIS Platform to map water infrastructure including valves. Additional upgrades can be expected during the overall length of this contract. At a minimum, the CONTRACTOR will be required to collect information for each valve and fire hydrant and integrate this data electronically into CITY’s ARC GIS system as approved by CITY.

Task 702 - Documentation

Data will be documented on each valve and fire hydrant as specified by CITY and integrated electronically into CITY’s GIS Platform and other systems of record as requested.

A. Data documentation for valves will include, but not necessarily limited to:

1. Physical data: CITY ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies (by category and details including leaks), box/vault discrepancies (by category and details), additional physical information as necessary.
2. Location data: Mapping grade GPS coordinate data parameters (including X, Y, and Z coordinates).
3. Operational data: Turns, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies, additional operational comments as necessary.
4. Deficiencies: Details on deficiencies so that a work order can be created.

B. Data documentation for hydrants will include, but not necessarily limited to:

1. Physical data: ID number, map number, fire hydrant size, manufacturer, year, fire hydrant discrepancies such as missing caps, misaligned nozzles, rounded operating nuts, paint condition, leaks, and additional physical information as necessary.
2. Location data: GPS position and coordinate data items as noted in the GPS mapping section.
3. Operational data: Turns, close direction, observed leakage (categories and details), pressure and flow observation (categories and details), specific operational discrepancies (categories and details), additional operational comments as necessary.
4. Discrepancies: Detail on discrepancies so that a work order (as described below) can be concisely created

Task 703 - Deliverable Database

The CONTRACTOR will provide applicable valve and fire hydrant data in a spatially accurate format compliant with CITY's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries.

The database for valves shall contain the information agreed with CITY and at a minimum the following attribute data:

- A Unique Identification Number
- Source Document Reference
- Date of Operation
- Valve Size
- Valve Type
- Use of valve
- Valve Structure
- Boolean indicting whether vacuumed/pumped
- Operating Nut Depth
- Boolean indicating whether exercised
- Close Direction
- Number of Turns
- Max Torque
- Final Torque
- Torque chart for large valves
- Valve Condition (operable, inoperable)
- Valve discrepancies (categories and details)

- Structure discrepancies (categories and details)
- Valve mapping data
- Other attribute items as agreed

The database for fire hydrants shall contain the information agreed with CITY and at a minimum the following attribute data:

- A Unique Identification Number
- Date of operation
- Fire hydrant size
- Fire hydrant manufacturer
- Fire hydrant year
- Boolean indicating whether drained
- Boolean indicating whether operated
- Operating test results including pressures and flow rate recorded
- Hydrant condition (operable, inoperable)
- Hydrant discrepancies (categories and details)
- Hydrant mapping data
- Other attribute items as agreed

Before field operations commence, CITY and CONTRACTOR shall meet to review specific data schemas to be employed on the project, including the features to be collected, data format, and procedures for incorporation of the field collected data into CITY's ESRI ARC GIS. CONTRACTOR shall prepare detailed documentation of proposed database deliverables and data integration procedures, and submit to CITY for approval.

Task 704 - WEB-BASED PROJECT TRACKER APPLICATION

The CONTRACTOR will prepare and maintain a web-based project tracker application based on CITY's water distribution GIS including all historical City's GIS valve and hydrant data and supplemented with data from CONTRACTOR's assessments of valves and hydrants under this program. The application will include isolation trace capabilities for main shuts and current locations of CONTRACTOR's crews using GPS trackers. CONTRACTOR shall provide the CITY access and use of this project tracker application during the contract term.

Item 800 - MAIN SHUT AND OTHER ASSISTANCE

The CONTRACTOR shall provide water main shutdown, filling and flushing water mains, and related services approved by CITY. The CONTRACTOR will test shut valves and provide professional valve turning, hydrant operation, and related services to shutdown water mains and fill and flush mains in accordance with the CITY's standard procedures. The CONTRACTOR's services shall include assistance in the form of identifying, locating, assessing, and turning water valves and operating hydrants as

directed by CITY. CONTRACTOR shall be available to assist CITY 24 hours a day, seven days a week with a response time of 90 minutes from initial notification by CITY.

The CONTRACTOR shall provide transportation, specialized valve turning vehicles, valve keys, laptop computers, cell phones, GPS mapping devices, and other materials and supplies shall be provided for all crews. CONTRACTOR shall provide equipment to apply torques up to 1,500 ft-lbs to safely operate large transmission main valves as required by field conditions and upon approval of CITY. CONTRACTOR shall utilize its own web based application of the CITY's water distribution system with main shut isolation trace capability. The CONTRACTOR's crew size shall be a minimum of two personnel.

CONTRACTOR shall bill for main shut assistance on a time basis (hourly 2-person crew rate with equipment) in Attachment A. Water main shut assistance performed outside of standard work hours shall be made at the hourly 2-person crew overtime rate with equipment in Attachment A. Such payment and price shall constitute full compensation for all labor, equipment, materials, permits, traffic control, and for all Work necessary to complete the assigned tasks.

Item 900 - OTHER REQUIREMENTS

Task 901 – Safety and Traffic Control Services

The CONTRACTOR will abide by all OSHA safety regulations in the fulfillment of this scope of services. All personnel shall have current OSHA 10 Hour certification or greater. The CONTRACTOR shall provide all traffic control services necessary to ensure a safe working environment and comply with all requirements. All work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and will clearly identify the CONTRACTOR. If necessary, the CONTRACTOR will switch to night time operations if traffic control and safety become a factor in the completion of services. If necessary, a secondary traffic blocking vehicle will be provided by the CONTRACTOR. CONTRACTOR will prepare a traffic control plan for its field operations, including water valve assessments, valve box grade adjustments, hydrant assessments, and for main shut and other assistance, and if required by the Work, apply for and obtain all necessary permits from the CITY's Public Works Department.

Payment for all safety and traffic control services will be included in the contract unit prices for water valve assessments, valve box grade adjustments, hydrant assessments, and the hourly crew rates for main shut and other assistance. Such payment and prices for water valve assessments, valve box grade adjustments, hydrant assessments, and the hourly crew rates for main shut and other assistance shall constitute full compensation for all labor, equipment, materials, permits, and for all Work necessary to provide safety and traffic control services for this project including night time operations or other work arrangements.

Task 902 - Professionalism

The CONTRACTOR will ensure that all activities are conducted in a professional manner. At a minimum, the CONTRACTOR will ensure all personnel are in an approved uniform; all field equipment is maintained clean and neat; all trucks are clearly identified with the CONTRACTOR's name and contact phone number and written procedures for field operations and information management processes are contained within the vehicles in an operations manual. All CONTRACTOR's vehicles shall be equipped with GPS trackers, which provide current vehicle locations through CONTRACTOR's web-based project tracker program.

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

**HRD INSTRUCTIONS
FOR REQUESTS FOR PROPOSALS**

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 3-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and contract amendments with firms owned and controlled by minorities and women. 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 \$100,000.00, the goal for MBE participation would equal \$10,000.00. The specific MBE/WBE goals on this Contract are in set forth in the RFP.
- 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 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 the Contract. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals (the "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 (RFP Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs and a Proposer may count their self-performance of work if the Proposer is a certified MBE/WBE. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a 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 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 grant or deny the waiver. HRD will grant a waiver 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 certified MBE or WBE, except as otherwise expressly provided for herein.
 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a **supplier** who is a certified MBE or WBE.
 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a **supply broker** who is a certified MBE or WBE.
 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by an MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8) (“CUP”). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.

- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
1. Advertised for at least 15 calendar days prior to the proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
 2. Sent written notices at least fifteen (15) calendar days prior to the proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work soliciting their participation in the contract at least 15 calendar days prior to the proposal due date.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.
 7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the proposer, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the proposer; in the event an MBE or WBE is the low submission, but rejected as unqualified, the proposer and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
 8. Attended pre-proposal conference when such conference was indicated in the solicitation or otherwise by the proposer.

9. Written notices and advertisements to be provided pursuant to sections (1), (2), and (3) above shall include the following information:
 - a. The proposal due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The actual RFP;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. The date and time of any pre-proposal conference, if any, which have been scheduled; and
 - i. Any other information deemed relevant by the proposer as applicable, or the director to the extent the director provides written direction to the proposer of such additional information at the time the goals are recommended by the director.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

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

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (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 Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
 3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or

- d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

XI. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Professional Services and Goods Board on the following:
- 1. Waiver of the individual contract goals pursuant to section 3-437(a); or;
 - 2. Determination of good faith efforts pursuant to section 3-441; or
 - 3. Substitution for an MBE/WBE listed on a Contractor Utilization Plan pursuant to section 3-443;
 - 4. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 - 5. Liquidated Damages;
 - 6. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of written notice of the determination which may be made by e-mail, fax or U.S. mail. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

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

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

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

4. Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the **Contractor Utilization Plan/Request for Waiver (HRD 08)**.
5. Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this proposal non-responsive if Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. I am authorized to make this Affidavit on behalf of the Proposer named below as:

_____ of _____
(Title) (Name of Bidder/Proposer)

Dated: _____ By: _____
(Affiant)

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

My Commission Expires: _____
Notary Public

I.R.S. No. _____

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

*“Subcontract Amount” refers to the dollar amount that 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 changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Proposer participation.

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

- 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. 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 Proposer participation.
- 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 Proposer participation. 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 Proposer participation set forth herein.

- 7. If Proposer has not achieved both the M/WBE goal(s) set for this Project, Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Proposer has failed to achieve.
- 8. 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 Proposer named below and who shall abide by the terms set forth herein:

Proposer primary contact: _____
 Address: _____

 Phone Number: _____
 Facsimile number: _____
 E-mail Address: _____

By: _____
 Title: _____
 Date: _____
 (Attach corporate seal if applicable)

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

My Commission Expires: _____

 Notary Public



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____

Project Location/Number _____

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

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

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

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

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

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

(1) Company name: _____

Full address: _____
 Street number and name City, State and Zip Code

Primary contact: _____
 Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

TIMETABLE FOR MBE/WBE UTILIZATION (HRD Form 10)

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

I, _____, acting in my capacity as _____
(Name) (Position with Firm)
of _____, 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 _____% Middle 1/3 _____% Final 1/3 _____%

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)

(Position with Firm)

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION (HRD Form 11)

(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)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
) SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the
(Title) (CONTRACTOR)
Contractor for the City on Project No. _____ and Project Title _____.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
- 3 I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

5. If the Contract amount exceeded \$160,000.00, 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:

- I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor. 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 Contract Amendments:
\$ _____

City Certified MBE WBE DBE NA
List certifications:

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

Contractor Legal Name: _____

By: _____ (Signature) _____ (Print Name)
_____ (Title) _____ (Date)

NOTARY

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

My Commission Expires: _____ By _____

_____ Print Name _____ Title

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

Affiant's signature

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

Notary Public

My Commission expires:

REQUEST FOR PROPOSALS - CONTRACT NO. 9643, PROJECT NO. 60800045

PROFESSIONAL, SPECIALIZED, OR TECHNICAL SERVICES CONTRACT (PARTS I AND II) for WATER VALVE AND HYDRANT ASSESSMENTS, MAPPING AND DATA MANAGEMENT PROGRAM, CONTRACT NO. 9643, PROJECT NO. 60800045.

**PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT
WATER VALVE AND HYDRANT ASSESSMENTS, MAPPING, AND DATA
MANAGEMENT PROGRAM**

CONTRACT NO. 9643, PROJECT NO. 60800045

WATER SERVICES DEPARTMENT

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

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

- A.** The amount the City will pay Contractor under this contract will not exceed \$ _____. Contractor will be paid on the following basis:
Applying the Unit Prices in **Attachment A** to the agreed quantity of items completed within the billing period. The estimated quantities of items listed in **Attachment A** are not guaranteed and are solely for the purpose of evaluating proposals. Quantities of items in Attachment A are subject to change by the City during the term of this Contract at its sole discretion. Determinations of the actual quantities and classifications of work performed by Contractor will be made by City in accordance with Section 1, Subsection C.
- B.** Contractor will bill the City monthly in a form acceptable to the City, using **Attachment G**.
- C.** City reserves the right to make a final determination of the actual quantities and classifications of work in reviewing the Contractor’s Application for Payment. Each unit price in Attachment A will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.
- D.** It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E.** No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- F.** No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City’s Human Relations Department.
- G.** City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 2. Responsibilities of Contractor. Contractor shall perform the Scope of Services listed on **Attachment B.**

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

City: Water Services Department, _____, Director
Address: 4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) _____ Facsimile: (816) _____
E-mail address: _____

Contractor: _____, Contractor's Legal Name: _____
Contact: _____, Address: _____
Phone: (____) _____ - _____ Facsimile: (____) _____ - _____
E-mail address: _____

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

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

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

Sec. 6. Term of Contract. This Contract shall remain in force for a period not to exceed 365 calendar days from the date of the Notice to Proceed. The Director is authorized to enter into amendments to extend the term of the Contract and time of performance for this Contract.

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

Attachment A – Unit Prices

Attachment B – Scope of Services

Attachment C - City – Licensed Geographical Information System Data

Attachment D – Subcontractor List Non-Construction

Attachment E – Human Relations Department Forms

Attachment F – Performance and Payment Bond Forms

Attachment G - Non-Construction Application for Payment

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Contractor all existing records, maps, plans, and other data possessed by City when such are necessary to Contractor 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 Contractor at any reasonable time.
- C. Provide standard City forms as required.
- D. Provide City – Licensed Geographical Information System Data set forth in **Attachment C**, incorporated into this Agreement.

Sec. 9. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on **Attachment D** - Subcontractor List Non-Construction.

Sec. 10. Renewal of Contract. The Contractor agrees to enter into up to four (4) renewals to this contract if so requested by the City. The determination to renew the Contract will be at the sole discretion of the City where such renewal would be in the best interest of the City. For the renewal contracts, quantities in Attachment A of this contract for specified items and total contract amounts are subject to change by the City and the current quantities are not guaranteed for renewal contracts. An increase in the unit prices, if any, will be determined solely by the City, and if needed, it will not exceed the annual average percent change in the Consumer Price Index – Urban (CPIU) data for U.S. City Average (all items and current base) for the previous year available for reference at www.bls.gov. The values used to calculate the maximum potential percent increase will be the value from the month the Contract is executed to the most current monthly value available at the time the Contract is renewed.

Sec. 11. Contract Information Management System. Contractor shall comply with City's Contract Information Management System requirements. Contractor shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 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 Contract, Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached in **Attachment E**. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in

this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 13. Performance and Payment Bonds. Contractor shall furnish Performance and Payment Bonds to City on City furnished forms executed by a Surety, in the contract amount guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes (**Attachment F**).

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

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

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

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

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

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

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

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

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

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

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

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

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

rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

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

Sec. 3. Independent Contractor.

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

Sec. 4. Insurance.

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

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

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

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

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

- \$500,000 disease-policy limit
- \$100,000 disease-each employee

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

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

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

C. All insurance coverage must be written by companies that have an A.M. Best's rating of Professional Service Contract Part II 061218

"A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

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

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

Sec. 5. Governing Law.

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

Sec. 6. Compliance with Laws.

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

Sec. 7. Termination for Convenience.

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

money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

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

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

Sec. 8. Default and Remedies.

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

Sec. 9. Waiver.

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

Sec. 10. Modification.

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

modified or amended except in writing signed by City.

Sec. 11. Headings; Construction of Contract.

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

Sec. 12. Severability of Provisions.

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

Sec. 13. Records.

A. For purposes of this section:

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

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

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

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

Sec. 14. Affirmative Action.

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

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

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

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

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

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

Sec. 15. Tax Compliance.

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

Sec. 16. Assignability and Subcontracting

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's

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

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

Sec. 17. Conflicts of Interest.

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

Sec. 18. Buy American Preference.

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

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

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

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

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

Sec. 21. Employee Eligibility Verification

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

Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 22. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

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

ATTACHMENT C

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 D

Non-Construction Subcontractors Listing

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

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

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

ATTACHMENT E

HUMAN RELATIONS DEPARTMENT FORMS

**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. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a 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 certified MBE or WBE, except as otherwise expressly provided for herein.
 - 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 - 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
 - 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
 - 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 - 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
 - 1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 - 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 - 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for

negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and

4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
 1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the

bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

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

scheduled by the bidder, proposer, or contractor as of the bid solicitation;
and

- j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.

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

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

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (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 Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
3. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or

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

XI. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
 - 1. The grant or denial of a Request for Waiver;
 - 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 - 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 - 4. Liquidated Damages;
 - 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at 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) calendar 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 either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

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

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

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract

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

*“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: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title _____

Project Location/Number _____

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

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

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

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

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

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

(1) Company name: _____

Full address: _____
 Street number and name City, State and Zip Code

Primary contact: _____
 Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

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

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)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 60800045 / 9643

Project Title Water Valve & Hydrant Assessments, Mapping, and Data Management Program

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

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

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

3. (✓) ___ Prevailing wage does not apply; or
(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

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

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public

ATTACHMENT F

PERFORMANCE AND PAYMENT BOND FORMS



PERFORMANCE BOND

Project Number 60800045 / 9643

Project Title Water Valve and Hydrant Assessments, Mapping, and Data Management Program

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

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Water Valve and Hydrant Assessments, Mapping, and Data Management Program which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



PAYMENT BOND

Project Number 60800045 / 9643

Project Title Water Valve and Hydrant Assessments, Mapping, and Data Management Program

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

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for Water Valve and Hydrant Assessments, Mapping, and Data Management Program, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)



**NON-CONSTRUCTION
APPLICATION FOR PAYMENT**
Project Number _____
Contract Number _____
Project Title _____

ATTACHMENT G

Application Number: _____ Final Payment
 Ordinance Number: _____ Date: _____
 City PO Number: _____ Ordinance Date: _____

Design Professional/Contractor:

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

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

Instructions to Design Professional/Contractor:

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

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

Contractor:

Submitted By: _____ Signature: _____ Date: _____
 Phone: _____ Fax: _____ E-mail: _____

Kansas City:

Approved By: _____ Project Manager Date: _____
 Approved By: _____ Director or Designee Date: _____

Inter-Departmental Communication

Date: August 4, 2021

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

From: Andrea Dorch, Director, Civil Rights & Economic Opportunity Department

Subject: Docket Memo #: 210738

CONTRACTOR: Pure Technologies U.S. Inc. dba Wachs Water.
Address: 8920 State Route 108 D
Columbia, MD 21045
Contract # 9643 / 60800045 – Water Valve & Hydrant Assessments, Mapping & Data Management Program
Contract Amount: \$1,300,000.00*
MBE Goal 15%
WBE Goal: 10%
Total MBE Achieved: 15%
Total WBE Achieved: 10%

MBE SUBCONTRACTORS:
Name: SE3, LLC.
Address: 8401 E. M-350 Highway, Suite 213
Kansas City, MO 64133
Scope of Work: Field Services
Dollar Amount: \$188,000
Ownership: Vernal Stewart
Structure: African-American Male Code 15

MBE SUBCONTRACTORS:
Name: D & A Surveying. Inc.
Address: 12225 Reinhardt Lane
Leawood, KS 66209
Scope of Work: Surveying
Dollar Amount: \$9,000
Ownership: Edward Dannewitz
Structure: Asian-American Male Code 18

WBE SUBCONTRACTORS:

Name:	LMG Construction Services, Inc.	
Address:	3011 Roanoke, Rd. Kansas City MO 64108	
Scope of Work:	Field Services	
Dollar Amount:	\$130,000.00	
Ownership:	Lisa Garney	
Structure:	Caucasian Female	Code 27

Comments:

*Note: Contract to include options for up to four (4) one-year renewals for a total possible contract amount of \$6,500,000.



Legislation Text

File #: 210739, Version: 1

ORDINANCE NO. 210739

Authorizing additional expenditures of \$767,628.00 for a \$853,699.00 design professional services contract Amendment No. 1 to Contract No. 9265 with HNTB Corporation, for the 36-Inch Water Main Extension N.E. 64th Street and N. Brighton Avenue to N.E. Pleasant Valley Road Near Searcy Creek Parkway project for a total contract amount of \$1,373,973.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Water Services Department is authorized to execute Amendment No. 1 to Contract No. 9265 in the amount of \$853,699.00, for a total contract amount of \$1,373,973.00 with HNTB Corporation, for the 36-Inch Water Main Extension N.E. 64th Street and N. Brighton Avenue to N.E. Pleasant Valley Road Near Searcy Creek Parkway project, Project No. 80002027. A copy of the amendment is on file in the office of Water Services.

Section 2. That the Director of Water Services is authorized to expend up to the sum of \$767,628.00 from Account No. 22-8010-807705-B-80002027, Water Main Replacement Program, to satisfy the remaining cost of this amendment.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Assistant City Attorney

CONTRACT

210739

Ordinance Fact Sheet

Amendment Form

<u>Brief Title</u>	<u>Approval Deadline</u>	<u>Reason</u>
36-Inch Water Main Extension N.E. 64th Street and N. Brighton Avenue to N.E. Pleasant Valley Road Near Searcy Creek Parkway, Amendment 1		To authorize execution of an amendment and expenditures.

Details

Reason for Contract

This Design Professional Services project is to provide design documents for a 36-inch water main extension in the area of N.E. 64th Street and N. Brighton Avenue east to N.E. Pleasant Valley Road near Searcy Creek Parkway. Additional transmission main capacity is required in the North Direct System to supply an enlarged Shoal Creek Booster Pump Station at Highway M-152 and Shoal Creek Parkway.

This proposed Amendment No. 1 will be design professional services for the final two segments of a planned 36-inch diameter hydraulic equivalent water transmission main.

Discussion

Contract Summary

City Council approved Ordinance No. 170626 on August 24, 2017 approving a maximum expenditure of \$520,274.00 with HNTB Corporation for the 36-Inch Water Main Extension N.E. 64th Street and N. Brighton Avenue to N.E. Pleasant Valley Road Near Searcy Creek Parkway design professional services project.

Contract + Proposed Amendment Cost Summary

Original Contract:	\$520,274.00
Proposed Amendment No. 1:	\$853,699.00
Total:	\$1,373,973.00

Project Justification

The Water Services Department is undertaking this design professional services project to provide design documents for a 36-inch water main extension in the area of N.E. 64th Street and N. Brighton Avenue east to N.E. Pleasant Valley Road near Searcy Creek Parkway. Additional transmission main capacity is required in the North Direct System to supply an enlarged Shoal Creek Booster Pump Station at Highway M-152 and Shoal Creek Parkway.

Project Description

The scope of work to be performed under this contract entails the following design professional services:

- Project administration;
- Preparation of an alignment study;
- Coordination with the Parks & Recreation Department;
- Coordination with the Public Works Department; and
- Construction schedule, preliminary field and record investigations, pipeline route survey, public information program, geotechnical investigation, preliminary and final design, preparation of construction drawings for bidding, and bidding services.

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	HNTB Corporation
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: HNTB Corporation Inspections: Construction or Project Management: Service Monitoring:

Policy/Program Impact

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



TRANSPORTATION, INFRASTRUCTURE & OPERATIONS COMMITTEE

SEPTEMBER 15, 2021



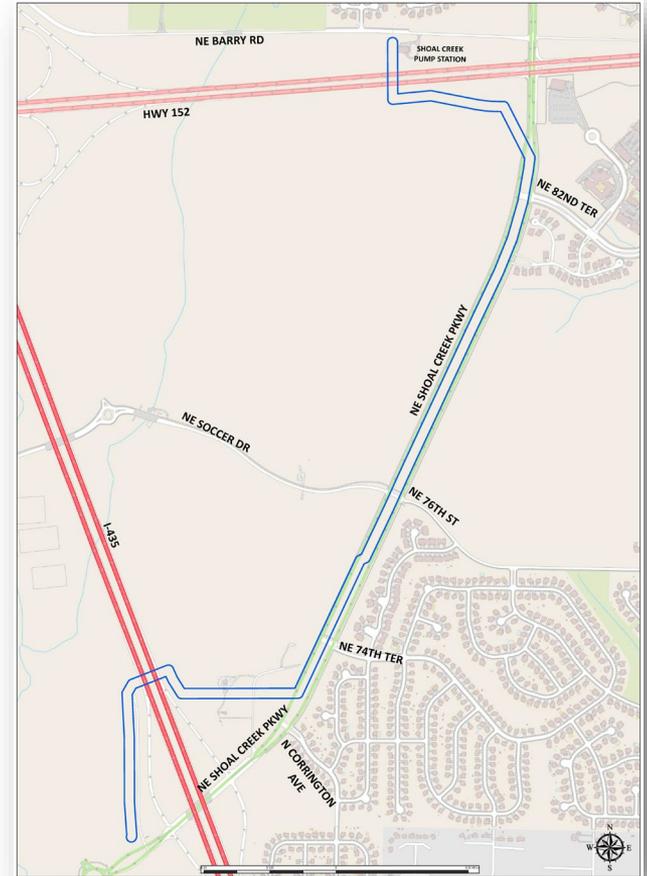
ORDINANCE NO. 210739

36-Inch Water Main Extension N.E. 64th Street and N. Brighton Avenue to N.E. Pleasant Valley Road Near Searcy Creek Parkway, Amendment No. 1

Authorizing additional expenditures of \$767,628.00 for a \$853,699.00 design professional services contract Amendment No. 1 to Contract No. 9265 with HNTB Corporation, for the 36-Inch Water Main Extension N.E. 64th Street and N. Brighton Avenue to N.E. Pleasant Valley Road Near Searcy Creek Parkway project for a total contract amount of \$1,373,973.00.

ORDINANCE NO. 210739

Project map for the 36-inch water main extension design professional services work in the area of N.E. 64th Street and N. Brighton Avenue east to N.E. Pleasant Valley Road near Searcy Creek Parkway.





THANK YOU



**DESIGN PROFESSIONAL SERVICES AGREEMENT
FOR PROJECT NO. 80002027 CONTRACT NO. 9265
36-INCH WATER MAIN EXTENSION
NE 64TH STREET AND N BRIGHTON AVE TO
NE PLEASANT VALLEY RD NEAR SEARCY CREEK PKWY**

WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and HNTB Corporation ("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:
Design professional services for a 36-inch water main extension, from approximately NE 64th Street and N Brighton Avenue to NE Pleasant Valley Road near Searcy Creek Parkway, as further specified by the City.

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

- A. Design Professional shall perform the Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. 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 maximum amount that City shall pay Design Professional under this Agreement is \$520,274 as follows:

1. \$225,172 for the services performed by Design Professional under this Agreement.
2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$215,102. The following are the reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, and reproduction of deliverables.
4. Design Professional's maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$80,000 for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City may revise the Design Professional's Basic Services defined in **Attachment A** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not

been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.

7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

B. Method of Payment.

1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit a monthly project status report with each monthly invoice containing the information defined in **Attachment A**. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined.

2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly project status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

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

City: Water Services Department
Director: Terry Leeds
Address: 4800 E. 63rd Street, Kansas City, MO 64130
Phone: (816) 513-0528 Facsimile: (816) 513-0185
E-mail address: Terry.Leeds@kcmo.org

Design Professional: HNTB Corporation

Contact: John Blancett, PE

Address: 715 Kirk Drive, Kansas City, MO

Phone: (816) 527-2539 Facsimile: (816) 472-4086

E-mail address: jblancett@hntb.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.

B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.

C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.

D. Provide standard City forms as required.

E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.

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

Attachment A: Scope of Services

Attachment B: Electronic Format Requirements

Attachment C: Design Professional's Engineering Fee Summary and Schedule of Position Classifications

Attachment D: City-Licensed Geographical Information System Data

Attachment E: HRD Forms

- (1) HRD Form 8: Contractor Utilization Plan/Request for Waiver
- (2) HRD Form 10: Timetable for MBE/WBE Utilization
- (3) HRD Form 11: Request for Modification or Substitution
- (4) 00450.01 Letter of Intent to Subcontract
- (5) 01290.14 Contractor Affidavit for Final Payment
- (6) 01290.15 Subcontractor Affidavit for Final Payment

Attachment F: Employee Eligibility Verification Affidavit

Attachment G: Subcontractor List Non-Construction

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the "Subcontractor List Non-Construction," contained in **Attachment G**.

Sec. 11. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this 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 E**. 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.12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 13. Effectiveness; Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 8/11/2017

By: Wayne Feuerborn

Name: Wayne Feuerborn

Title: Vice President

KANSAS CITY, MISSOURI

Date: 9/13/17

By: Terry Leeds

Name: Terry Leeds

Title: Director of Water Services

Approved as to form:

[Signature]
Assistant City Attorney

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

Kathryn Bell 9/14/17
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.

EXHIBIT B
(Attachment A to DPS Contract No. 9265, Part 1)

SCOPE OF SERVICES

Owner: CITY of Kansas CITY, Missouri, Water Services Department
Design Professional: HNTB Corporation
Project Title: 36-inch Water Main Extension
NE 64th Street and N Brighton Avenue to
NE Pleasant Valley Rd near Searcy Creek Pkwy
WSD Contract No.: 9265
WSD Project No.: 80002027

PROJECT DESCRIPTION

1. GENERAL

The following paragraphs provide a general description of the Work required by this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL for a 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue east to NE Pleasant Valley Road near Searcy Creek Parkway.

- A. The Project. The Water Services Department (WSD) of the CITY of Kansas City, Missouri (CITY) intends to construct a 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue east to NE Pleasant Valley Road near Searcy Creek Parkway (PROJECT). As such, the CITY is contracting with the DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Background Information. The CITY, acting through the WSD, is undertaking the PROJECT to prepare design documents for the construction of a 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue east to NE Pleasant Valley Road near Searcy Creek Parkway. Additional transmission main capacity is required in the North Direct System to supply an enlarged Shoal Creek Booster Pump Station at Highway M-152 and Shoal Creek Parkway. Two road improvement projects currently under design will require relocation of the existing 24-inch PCCP transmission main along N Brighton north of NE 58th Street and the 20-inch PCCP transmission main along NE Pleasant Valley Road from N Brighton to Searcy Creek Parkway. The PROJECT will replace these two existing PCCP transmission mains along N. Brighton Avenue and NE Pleasant Valley Road with the proposed 36-inch main extension.

This PROJECT is one segment of a planned 36-inch water transmission main extending from North Oak Trafficway east to N. Brighton Avenue and then north along N Brighton Avenue, Searcy Creek Parkway, and Shoal Creek Parkway to an enlarged Shoal Creek Booster Pump Station at Highway M-152 and Shoal Creek Parkway. Segments previously constructed along NE Vivion Road include North Oak Trafficway to N Highland Avenue and N Highland Avenue to N Chouteau Trafficway.

Another segment of the 36-inch transmission main (Project No. 80001802) along N Chouteau Trafficway and then east through the Big Shoal Greenway/Mill Creek Corridor

to N Brighton Avenue near NE 55th Street is currently bidding and scheduled to begin construction in August 2017. This segment will connect near NE 55th Street to an existing 36-inch DIP transmission main, which runs along the west side of N Brighton Avenue from NE Vivion Road to NE 58th Street, installed in the Public Works Department's North Brighton Avenue - Phase I Improvement project. The existing 36-inch DIP water main along the west side of N Brighton Avenue will be extended from NE 58th Street to approximately NE 64th Street in the Public Works Department's North Brighton Avenue - Phase 2 Improvement project, currently under design and scheduled for bidding in the summer of 2018. The PROJECT will provide for construction of a separate segment of this 36-inch water transmission main from approximately NE 64th Street and N Brighton Avenue east in an easement to be acquired by the WSD and then through the CITY's Pleasant Valley Athletic Complex to an existing 36-inch DIP transmission main on the south side of NE Pleasant Valley Road near Searcy Creek Parkway.

- C. Additional Services By Contract Amendment. The DESIGN PROFESSIONAL may be requested to provide additional services during construction for the 36-inch transmission main extension and design professional services for other transmission main replacements or improvements in the North Direct System along Searcy Creek Parkway or Shoal Creek Parkway to supply the enlarged Shoal Creek Booster Pump Station.
- D. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of the following professional engineering services:

The DESIGN PROFESSIONAL's Scope of Services for this PROJECT includes project administration, preparation of an alignment study, coordination with Parks & Recreation Department for the portion of the pipeline through the Pleasant Valley Athletic Complex, coordination with the Public Works Department regarding two future adjacent roadway improvement projects under concurrent design: N. Brighton Avenue Phase 2 Improvement Project from NE 58th Street to NE Pleasant Valley Road and NE Pleasant Valley Road from N Brighton Avenue to Searcy Creek Parkway, construction schedule, preliminary field and record investigations, pipeline route survey, public information program, geotechnical investigation, preliminary and final design, preparation of construction drawings for bidding, and bidding services. Drawings will show plans and details for the proposed water main extension with pipeline profiles, erosion control, and landscaping or woodland restoration plan. Plans will be generated from the CITY's GIS files provided for this PROJECT, adjusted and supplemented by the pipeline route survey.

For General Design Guidelines, see the latest version of Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on CITY's web page at <https://www.kcwaterservices.org/customer-service/resources/>).

E. Project Needs/Goals

Alignment study for the 36-inch water main extension from approximately NE 64th Street and N Brighton Avenue to NE Pleasant Valley Road near Searcy Creek Parkway.

Coordination with the Public Works Department for the 36-inch water main extension with respect to two adjacent roadway improvement projects under concurrent design.

Coordination with Parks & Recreation Department for the 36-inch water main extension within the Pleasant Valley Road Athletic Complex.

Public outreach.

Construction drawings for the project.

- F. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

Task Series 100 – Project Management and Administration

Task Series 200 – Public Information Program

Task Series 300 – Preliminary Design Services

Task Series 400 – Final Design Services

Task Series 500 – Bid Phase Services

Task Series 600 – Construction Phase Services **(To Be Determined)**

Task Series 700 – Optional Services

- G. Explicit Responsibilities. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. Construction Procurement. Design documents developed by DESIGN PROFESSIONAL will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. One set of Construction Contract Documents will be developed for a single construction project built by a single general contractor.
- I. Capital Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy.

II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. DESIGN PROFESSIONAL shall complete the Task Series within the following calendar days:
1. Task Series 300 within 120 calendar days following the CITY's issuance of a Notice to Proceed, and Task Series 400 within 60 days thereafter.
 2. All tasks identified in this Scope of Services shall be performed within 210 calendar days of a written Notice to Proceed. The completion schedule will be extended by

the CITY for delays beyond the control of the DESIGN PROFESSIONAL as approved by the CITY.

- B. The CITY hereby commits to review deliverables and provide comments within ten (10) calendar days after receipt of deliverables from DESIGN PROFESSIONAL. CITY will endeavor to provide consolidated written review comments within a ten (10) calendar day period. A review meeting will be scheduled and conducted by DESIGN PROFESSIONAL no more than ten (10) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

III. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the DESIGN PROFESSIONAL under the PROJECT.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

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

Task 103 Subconsultant Agreements and Administration

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the PROJECT. Conduct coordination meetings as required to prepare subconsultant agreements, to

review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

Task 104 Quality Control

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

Task 105 Project Kickoff Meeting

After Notice to Proceed is given by CITY, organize and conduct a Project kickoff meeting with the CITY to review and establish project goals, lines of communication, project procedures, Engineer's proposed Work Plan, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY staff prior to the meeting and prepare and distribute meeting minutes one week after the meeting date.

Task 106 Work Plan

1. DESIGN PROFESSIONAL shall prepare a written draft Work Plan. CITY will provide the format and a guideline for the information to be included in the Work Plan. The Work Plan for the project includes, at a minimum the following:
 - A summary of dedicated key team members roles and responsibilities, including all field crew leaders and contact information.
 - A summary of the project's scope of services.
 - Detailed cost-loaded schedule for performance of all work.
 - Define any issues requiring special coordination with CITY, and/or adjacent projects.
2. Submit the draft Work Plan (a single electronic file in portable document format - PDF) within 14 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY'S comments and submit 2 printed copies of the final Work Plan and a single electronic PDF file within 5 calendar days of receipt of CITY'S comments. The Work Plan shall be updated and maintained throughout the project, with updates provided to CITY when requested.

Task 107 Progress Meetings

Participate in up to 6 progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. Prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes.

TASK SERIES 200 – PUBLIC INFORMATION PROGRAM

DESIGN PROFESSIONAL shall conduct a public information program developed jointly with WSD's staff to inform the nearby public and stakeholders about the PROJECT.

Task 201 DESIGN PROFESSIONAL will conduct investigations and research to determine interested parties along the proposed alignment and initiate public outreach to individuals or groups to be impacted by the PROJECT.

Task 202 The public information program will consist of the following services:

1. **Project Information Sheet.** Develop a project information and data sheet and coordinate its distribution with the CITY.
2. **Stakeholder Meetings.** Make arrangements for and assist CITY in conducting stakeholder meetings between the project team and other interested parties. Coordinate the CITY and develop a MS Powerpoint presentation to be presented by CITY at each stakeholder meeting. The stakeholder meeting service is based on conducting three (3) stakeholder meetings.
3. **CITY's Web Page.** Assist the CITY in preparing and updating the content of project-specific information to be placed on the CITY's web page. The web page assistance is based on two updates, one during design and the other during construction.
4. **Project Signs.** If requested by the CITY, develop the layout and graphics for production of foam board project signs. DESIGN PROFESSIONAL shall design and provide project signs for each of the three stakeholder meetings,

TASK SERIES 300 - PRELIMINARY DESIGN

Task 301 Conduct Field and Record Investigations and Pipeline Route Surveys. DESIGN PROFESSIONAL shall conduct field and record investigations and pipeline route surveys of the project sites for proposed improvements. These services will include the following tasks:

1. Perform Alignment Study.
 - a. Conduct field reconnaissance trips and utilize GIS data for the area to review potential alignments and to investigate the rights-of-way, easements, constructability, potential utility conflicts, exposed rock formations, and other considerations or factors that would affect each potential alignment. The study shall include options to minimize disruptions to water transmission and distribution operations while considering the construction phasing of the CITY's adjacent future roadway improvement projects referenced above.
 - b. Coordinate with the Public Works Department relating to the adjacent roadway improvements projects under concurrent design. Coordination efforts will include but not limited to the review of drawings for the roadway improvement projects, correspondence and discussions with CITY's project managers and design consultants, and attendance at meetings with the roadway projects' Project Manager and design consultants if requested by the CITY.

- c. Coordinate with the Parks & Recreation Department relating to the pipeline alignment through the Pleasant Valley Road Athletic Complex, to minimize impact on existing and planned facilities within the Athletic Complex and to preserve landscaping and woodland to the extent feasible.
 - d. Assist the WSD with a presentation before the CITY's Parks & Recreation Department's Board of the proposed 36-inch transmission main extension through the Pleasant Valley Road Athletic Complex.
 - e. Present the findings and recommendations from the alignment study for at least three alignments. The draft report will include an opinion of probable construction cost for the preferred alignment. Prepare an overall alignment exhibit at 1" = 500' and enlarged cut sheets for the preferred alignment at 1"=100' to provide additional detail to be used for refining the alignments.
2. Preliminary Utility Contact
- a. Contact utilities and gather information on the location of their existing facilities and any utility requirements which may conflict with the proposed water main extension. Contact utilities and gather information on the location, size, material, and typical depth of their existing facilities and any special utility requirements. Document all utility contacts using the standard CITY's utility notification form. Followup with utilities which do not provide timely or complete information or as necessary to evaluate the initial utility information received such as size, material, and depth of duct banks or other utility structures in conflict with possible main alignments. Provide the CITY copies of all utility maps, drawings, or other data relating to existing utility facilities obtained by the DESIGN PROFESSIONAL.
 - b. Provide utility coordination for location of water main extension so as to avoid conflict with existing utilities.
3. Pipeline Route Surveys and Rights-of-Way
- a. Provide the services of a Professional Surveyor to perform the following:
 - i. Set project horizontal and vertical controls.
 - ii. Locate existing street right-of-way and critical property corners along the possible new main alignments.
 - iii. Locate surface information along the preferred new main alignment, including but not limited to, utilities, trees, poles, signs, and structures such as curbs, sidewalks, pavement, retaining walls, and greenway. Utility locates shall include service lines and related appurtenances.
 - iv. Provide subsurface utility information along the preferred new main alignment, including inverts and diameters of storm and sanitary sewers necessary for determining the depth of utilities and evaluating potential conflicts along the possible new main alignments.

- v. When the majority of the foliage is down along the approved alignment, obtain field survey grid to obtain elevations within a 60-foot strip to allow development of a DTM surface model to be used to develop existing ground elevations for the proposed transmission main. Field locate trees 8-inches or larger in diameter.
 - b. All survey information shall be established using and will be provided in: State Plane Coordinates, "Missouri Coordinate System of 1983, West Zone" and NAVD 88 Datum.
4. Locate and obtain copies of as-constructed drawings for existing water mains to be replaced or abandoned in the project including their connections to other mains. Provide the CITY one copy of the water main as-constructed drawings for all project sites.
 5. Obtain CITY's GIS data for the project sites including water, sewer, contours, parcels, and impervious surfaces.

Task 302 Preliminary Layout Drawing Review.

1. Generate base plan sheets of existing utilities and surface features along the proposed new water main alignment in the appropriate scale for construction drawings, incorporating CITY's GIS information, Pipeline Route Survey data, utility research, and review of the water main as-constructed drawings.
2. Meet with CITY staff to review the base plan sheets and provide recommendations on the specific water main alignment and receive CITY's comments and approval.

Task 303 Conduct Geotechnical Investigations.

1. DESIGN PROFESSIONAL through the services of a qualified geotechnical consultant shall conduct a geotechnical investigation along the alignment to ascertain subsurface characteristics and parameters required for design and construction of the pipeline including rock and groundwater, which could be encountered during construction.
2. For water main extension obtain borings at least every 200 feet to depth of excavation required for construction of the water main. Where rock is encountered, provide additional investigation to further define the extent of the rock and provide rock cores up to two locations to determine rock hardness and depth. DESIGN PROFESSIONAL shall prepare boring logs and geotechnical report to be made available to bidders of the project. DESIGN PROFESSIONAL shall survey boring locations and include the boring locations on the pipeline drawings.

Task 304 Incorporate Sustainable Design Elements and Envision™ Consideration.

1. DESIGN PROFESSIONAL shall assess opportunities along the alignment to incorporate “green” solutions and sustainable design elements and report findings of preliminary assessments to the CITY.
2. DESIGN PROFESSIONAL shall review identified opportunities with the CITY for incorporation into the Construction Contract Documents.
3. Envision™ Consideration. The Envision™ rating system is used by the City’s WSD to promote sustainability in a variety of infrastructure projects and to encourage sustainable approaches as an important part of project design. Envision™ will also be used to evaluate and grade the sustainability of project components as they are developed. The Design Professional shall incorporate the use of the Envision™ tool box through the design process and to determine the appropriate level for Envision™ certification.
4. DESIGN PROFESSIONAL will provide information to CITY regarding Envision system and its application to this project so that Envision criteria can be applied by the project team members to the project. DESIGN PROFESSIONAL will provide tracking of tasks and documentation for this project related to Envision to ensure compliance with the system requirements for the appropriate level of Envision™ certification.

Task 305 Prepare Stormwater Pollution Prevention Plan.

1. Using the CITY's approved template, the DESIGN PROFESSIONAL will prepare a Stormwater Pollution Prevention Plan document for the project for inclusion in the bidding documents, to be executed and implemented by the contractor. The plan will include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management as described in the CITY’s General Operating Permit (No: MOR100006) and 10 CSR 20-6.
2. DESIGN PROFESSIONAL shall include erosion control details and location of BMPs on the construction drawings and prepare technical specifications for erosion and sediment control and stormwater management.

Task 306 Prepare Traffic Control Notes, Locate Construction Entrances and Staging Areas

DESIGN PROFESSIONAL shall indicate by notes on the waterline plans traffic control requirements to be followed by the construction contractor where required. Also schematic locations of construction entrances and staging areas are to be shown on the waterline plan sheets.

Task 307 Prepare Landscape Planting Plans

1. During the field survey DESIGN PROFESSIONAL shall identify the specifics of all trees 8" in diameter or larger along the pipeline corridor to the extent feasible, and shall include this information in the project topographic base files. The perimeter of vegetative areas with diameters less than 8" shall also be recorded.
2. The DESIGN PROFESSIONAL shall inventory specimen trees within the pipeline corridor and include this information in the project base files.
3. Using base sheet information developed for the transmission main plan and profile drawings, DESIGN PROFESSIONAL shall develop surface restoration and planting plans.
4. Surface restoration will include design and layout of plant materials to provide permanent ground cover for areas disturbed by construction activities. Selected ground cover will be compatible with the surrounding plant materials.
5. DESIGN PROFESSIONAL shall develop planting plans and details to accommodate landscape replacement requests of the CITY's Parks & Recreation Department or private owners along the pipeline corridor including tree species and locations.
6. DESIGN PROFESSIONAL shall develop technical specifications for seeding, sodding, and plant materials for the project.
7. DESIGN PROFESSIONAL shall perform quantity take offs and develop construction cost estimates for surface restoration and planting work.

Task 308 Prepare Preliminary Construction Drawings.

1. DESIGN PROFESSIONAL shall prepare preliminary (60% complete) CADD construction drawings for water main improvements using WSD standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the CITY's Rules and Regulations for Water Main Extensions and Relocations, which are incorporated herein by reference (available on CITY's web page at <https://www.kcwaterservices.org/customer-service/resources/>). Materials and methods detailed on the drawings should conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations
2. The preliminary drawings shall include the proposed alignment, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Construction details must include provisions that provide for filling, flushing, testing, disinfection, flushing disinfectant, thrust restraint, and permanent connections, with the least possible disruption of service to customers. Particular attention should be paid to sequencing of connections to further reduce service

outages. A profile of the pipeline will be developed to show slope of pipeline segments and elevations of critical points such as changes in grade, and sewer line crossings.

Task 309 Submit 60% Completion – Drawings. DESIGN PROFESSIONAL will submit to the CITY a review set of construction drawings at the 60% design completion stage.

1. DESIGN PROFESSIONAL shall submit three copies of the drawings (60 percent complete) to WSD for review with a completed Check List from the latest version of the Rules and Regulations for Water Main Extensions and Relocations, page 15. DESIGN PROFESSIONAL shall meet with WSD staff to review the project progress and receive their review comments.
2. DESIGN PROFESSIONAL shall submit copies of the drawings (60 percent complete) for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard CITY's utility notification form.

Task 310 Preliminary Opinion of Probable Construction Cost. DESIGN PROFESSIONAL will prepare a preliminary opinion of probable construction cost for the water main improvements defined and submit it to the CITY. Preliminary opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

Task 311 Coordination with Public Works and Parks & Recreation Departments

1. Coordinate preliminary design and construction phasing with the Public Works Department relating to the adjacent roadway improvements projects under concurrent design. Provide the Public Works Department and its design consultants copies of 60% complete preliminary drawings for the water main extension for their review and comments.
2. Coordinate with the CITY's Parks & Recreation Department relating to the preliminary design of the pipeline through the Pleasant Valley Road Athletic Complex. Provide the Parks & Recreation Department copies of 60% complete preliminary drawings for the water main extension through the Pleasant Valley Road Athletic Complex for their review and comments.

Task 312 404 Permit DESIGN PROFESSIONAL shall prepare the 404 permit application form for the pipeline crossing a tributary of Shoal Creek. This task includes a site investigation to delineate the stream and wetlands and note habitat conditions. The forms, photo sheets, summary table, impact calculations, exhibits, and plans with cross section schematics will be prepared as part of this effort. A formal wetland/stream report is not included within this effort. The use of a Nationwide Permit (not an Individual Permit) is assumed to be applicable for this project along with no required

mitigation. This task does not include effort related to the CITY's Stream Buffer Ordinance or a SHPO Cultural Resource Survey.

Task 313 Envision Verification of Chouteau-Brighton DESIGN PROFESSIONAL shall file the Envision documentation prepared for the 80001802 transmission main project, with ISI (Institute for Sustainable Infrastructure). The filing process shall include the administration, filing fee and responding to clarification requests from ISI.

TASK 400 - FINAL DESIGN

Task 401 Prepare 90% Construction Drawings. DESIGN PROFESSIONAL shall prepare final (90 percent complete) CADD construction drawings for water main improvements using WSD standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the Rules and Regulations for Water Main Extensions and Relocations. Prepare drawings which include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Materials and methods detailed on the drawings should conform to the latest edition for the Standards and Specifications for Water Main Extensions and Relocations and incorporate CITY's previous review comments into the drawings.

Task 402 Submit 90% Completion – Drawings. DESIGN PROFESSIONAL shall submit to the WSD a review set of construction drawings at the 90% design completion stage.

1. DESIGN PROFESSIONAL will perform an internal quality control review on the drawings and then submit three copies to the WSD for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, page 15. DESIGN PROFESSIONAL shall meet with WSD staff to review project progress and receive review comments on the final drawings.
2. DESIGN PROFESSIONAL shall submit copies of 90% complete drawings for review and comment to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. Document all utility contacts using the standard CITY's utility notification form.
3. Provide the Parks & Recreation Department copies of 90% complete drawings for the 36-inch water main extension through the Pleasant Valley Road Athletic Complex for their review and comments.
4. Provide the Public Works Department and its design consultants for adjacent road improvement projects copies of 90% complete drawings for the 36-inch water main extension for their review and comments.

Task 403 Prepare Easement Legal Descriptions and Exhibits. Reserved (assuming none)

Task 404 Prepare 100% draft Construction Drawings. DESIGN PROFESSIONAL shall prepare 100% draft CADD construction drawings for the water main improvements using WSD standard format and title block for drawings, design procedures, drafting standards and criteria, legend, general notes, and special construction details, in accordance with the latest version of the Rules and Regulations for Water Main Extensions and Relocations. Prepared drawings will include final and preliminary connection details, dimensions, schedules, and diagrams for all design disciplines. Materials and methods detailed on the drawings shall conform to the latest edition of the Standards and Specifications for Water Main Extensions and Relocations and incorporate CITY's previous review comments into the drawings.

Task 405. Submit 100% draft Construction Drawings. DESIGN PROFESSIONAL shall submit to the WSD a review set of construction drawings at the 100% draft design completion stage.

1. DESIGN PROFESSIONAL will perform an internal quality control review on the drawings and then submit three copies to the WSD for review with a completed Check List from the Rules and Regulations for Water Main Extensions and Relocations, Page 15. DESIGN PROFESSIONAL shall meet with WSD staff to review project progress and receive review comments on the 100% draft construction drawings.
2. Utility Coordination - DESIGN PROFESSIONAL shall submit copies of drawings (100% draft complete) for review and comments to other utilities, which have existing underground facilities which potentially conflict with, cross over or under, or adjacent to, proposed water improvements. DESIGN PROFESSIONAL shall document all utility contacts using the standard CITY's utilities notification Form No. 4, and revise and update the construction plans as required to effectively show the type, size, and location of existing and proposed utilities in the corridor.
3. Provide the Parks & Recreation Department copies of drawings (100% draft complete) for the water main extension through the Pleasant Valley Road Athletic Complex for their review and comments.
4. Provide the Public Works Department and its design consultants for adjacent road improvement projects copies of drawings (100% draft complete) for the 36-inch water main extension for their review and comments.

Task 406 Finalize Drawings for Bidding. DESIGN PROFESSIONAL will address review comments received on the 100% draft submittal and finalize the construction drawings. Three copies of the final construction drawings will be submitted to WSD for review. After receipt of the review comments on the final construction drawings, DESIGN PROFESSIONAL shall revise the drawings and include all revisions and additions required by WSD. DESIGN PROFESSIONAL shall provide WSD one paper set of the final sealed (signed and dated) construction drawings; an original sealed (signed and dated) Certification Page accepting responsibility for the final construction drawings; and a computer disk containing the drawing sheets as a single pdf set and separate pdfs per sheet in the format required in Attachment B and electronic files in the latest version of AutoCAD. The disk shall be labeled with the project

Name, WSD Project Number, WSD Drawing Number, and date of publication, and contain all information and files necessary to edit or plot the drawings including all field survey data.

Task 407 Prepare Final Opinion of Probable Cost. DESIGN PROFESSIONAL will prepare a final opinion of probable construction cost for the PROJECT and submit it to the WSD. Final opinion of probable construction cost will include a break-down of work that could be subcontracted to MBE or WBE firms in accordance with CITY requirements.

TASK SERIES 500 – BID PHASE SERVICES

Task 501 Interpret Documents and Prepare Addenda.

1. DESIGN PROFESSIONAL will receive and respond to questions asked by potential bidders, suppliers, vendors, and subcontractors regarding construction of new transmission main as shown on the Bidding and Construction Contract Documents. DESIGN PROFESSIONAL will interpret Construction Contract Drawings and Specifications, and as required, provide written response to questions requiring clarification or changes during the bidding period through the issuance of addenda.
2. DESIGN PROFESSIONAL will prepare addenda to the Bidding and Construction Contract Documents as required.

TASK SERIES 600 – CONSTRUCTION PHASE SERVICES Reserved (assuming none)

TASK SERIES 700 – OPTIONAL SERVICES

Any work requested by the CITY that is not stated in the Basic Scope of Services listed above will be classified as Optional Services. DESIGN PROFESSIONAL's maximum amount of compensation for the Basic Scope of Services includes a total allowance amount of \$_____ for Optional Services not yet authorized by CITY that may be required during the course of the work. This allowance amount shall not be utilized by DESIGN PROFESSIONAL unless specifically authorized in writing by the CITY to perform Optional Services. Optional services will not be performed, nor is the DESIGN PROFESSIONAL approved to utilize any of the allowance amount unless the CITY provides written authorization to DESIGN PROFESSIONAL that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

END OF ATTACHMENT A

ATTACHMENT B

ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as < > : . " / \ | ? ' & # % ^ * () [] { } +
 - (3) **FILE NAMES:** Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arcl.pdf
 - b. **CSI specification sections (project manuals)**
 - (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF
 - c. **Summary:**
 - (1) Division 00 and 01 in Microsoft Word or Excel
 - (2) Division 2-16 in PDF Format
 - (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

Attachment C

Fee and Rates



8/10/2017

HNTB Job No. 69523 (KCMO Project 80002027) Contract 9265
 36-inch Water Main Extension, NB 64th St and N Brighton Ave to NB Pleasant Valley Rd near Searcy Creek Parkway (Brighton-Searcy)

DESIGN PROFESSIONAL LABOR

Task Summary	DIRECT LABOR & EXPENSES	
	HOURS	COST
Transmission Main Design	1,789	\$225,172
SUBTOTAL		\$225,172

EXPENSES

Expense Item	COST	
Printing/Plotting Expenses	\$2,162	
Talafarro & Browne (MBE) – Scope Tasks: 105, 107, 301, 303.2 survey, 307 & 403	\$72,838	14.0% of Total Fee
Shockey Consulting (WBE) – Scope Tasks: 107 support, 201, 202, 304 & 313	\$20,811	4.0% of Total Fee
LC (WBE) - Scope Tasks: 305, 310 & 407	\$20,811	4.0% of Total Fee
TS – Scope Tasks: 303 as lead	\$33,715	6.5% of Total Fee
Task Expenses (potential MBE & WBE fees in excess of project goal)	\$64,765	
SUBTOTAL	\$215,102	

BASE FEE (WITHOUT OPTIONAL SERVICES) SUBTOTAL =	\$440,274
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OPTIONAL SERVICES

	COST
15.38% of Total Fee	\$80,000
SUBTOTAL (OPTIONAL SERVICES)	\$80,000

FEE WITH OPTIONAL SERVICES TOTAL =	\$520,274
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HNTB Job No. 69523 (KCMO Project 80002027) Contract 9265

36-inch Water Main Extension, NE 64th St and N Brighton Ave to NE Pleasant Valley Rd near Searcy Creek Parkway (Brighton-Searcy)

BASE FEE - PERSON-HOUR TASK BREAKOUT FOR: HNTB SUMMARY

		Project Manager	Project Engineer	Staff Engineer	Technician / GIS	Admin.	TOTAL
Transmission Main Design							
Task 100	Project Management and Administration						
101	Project Management Services	60				12	72
102	Monthly Invoicing and Project Status Reports (6)	12				6	18
103	Subcontractor Agreements and Administration	40				20	60
104	Quality Control	12	16	16			44
105	Project Kickoff Meeting	4	4			1	9
106	Work Plan	16				6	22
107	Monthly Progress Meetings (6)	12	12			6	30
	SUBTOTAL	156	32	16	0	51	255
Task 200	Public Information Program						
201	Impacted Landowner Research and Outreach						0
202	Public Information (Sheet, Meetings, Web Page, and Foam)	4	4		24		32
	SUBTOTAL	4	4	0	24	0	32
Task 300	Preliminary Design						
301	Field and Record Investigations and Pipeline Route	18	10				28
302	Preliminary Layout Drawing	16	24	16	40		96
303	Conduct Geotechnical Investigations	2	2	2	2		8
304	Incorporate Sustainable Design Elements and Envision	8					8
305	Prepare Stormwater Pollution Prevention Plan	2	2	2	2		8
306	Prepare Traffic Control Notes (& Staging Areas)	4	8	16	10		44
307	Landscape Planting Plan	2	2	2	2		8
308	Prepare Preliminary (60%) Construction Drawings	48	120	180	180		528
309	Submit 60% Completion Drawings	8	8	16		4	36
310	Preliminary Opinion of Probable Construction Cost	2	4				6
311	Coordination with Parks & Recreation and Public Works	16	4				20
312	404 Permit Preparation w/ Stream and Wetland	8	72	60			140
313	Envision Verification of Chouteau-Brighton	4					4
	SUBTOTAL	136	262	294	242	4	938
Task 400	Final Design						
401	Prepare 90% Construction Drawings	24	40	60	60		184
402	Submit 90% Construction Drawings	8	8	16		4	36
403	Prepare Easement Legal Descriptions and Easements (0)						0
404	Prepare 100% draft Construction Drawings	16	24	32	32		104
405	Submit 100% draft Construction Drawings	8	8	16		4	36
406	Finalize Drawings for Bidding	16	32	32	32		112
407	Prepare Final Opinion of Probable Cost	2	4				6
	SUBTOTAL	74	116	156	124	8	478
Task 500	Bid Phase Services						
	Respond to questions (6) regarding the Design Plans	12	12			6	30
	Prepare Design Plan Addenda (2)	8	16	16	16		56
		20	28	16	16	6	86
	SUBTOTAL	390	442	482	406	69	1,789
		22%	25%	27%	23%	4%	
3.04 Multiplier	DIRECT LABOR RATE (\$/hour)	\$ 68.94	\$ 41.45	\$ 33.19	\$ 26.70	\$ 32.74	
	LABOR BILLING RATE (\$/hour)	\$207.75	\$126.01	\$100.89	\$81.18	\$99.53	
	SUBTOTAL COST	\$81,022	\$35,697	\$48,628	\$32,959	\$6,867	\$225,172

Assumptions

- 1) Six (6) month project schedule
- 2) Task 303 - assuming 31 borings
- 3) Task 304 - stormwater BMPs are not included in this estimate
- 4) Task 312 - Assumes a Nationwide Permit will be applicable.
- 5) Task 312 - Assumes no mitigation will be required, and is not included in this estimate.
- 6) Task 312 - Project (utility corridor) is exempt of Stream Buffer Ordinance requirements, which are not included in this estimate.
- 7) Task 312 - The requirement for a cultural resources survey will not be known until the 404 permit is being processed, and is not included in this estimate.
- 8) Task 312 - A formal wetland/stream report will not be prepared. Wetland/stream forms, photo sheets, and exhibits will be attachments to permit application.
- 9) Task 313 - Assuming ISI Envision registration fee is \$1,000 and verification fee is \$7,000, as shown in Shockey expenses.
- 10) Task 403 - no easements
- 11) Task 501 - It is understood that these addenda are typically minor.
- 12) Task 501 - Pre-Bid Meeting not included
- 13) Assuming through park and not along roadway(s) alignment.
- 14) No design of new or affected PW or Park amenities.

HNTB

HNTB Job No. 69523 (KCMO Project 80002027) Contract 9265

36-inch Water Main Extension, NE 64th St and N Brighton Ave to NE Pleasant Valley Rd near Searcy Creek Parkway (Brighton-Searcy)

EXPENSES

		8 1/2 x 11 B&W	11 x 17 B&W	8 1/2 x 11 Color	11 x 17 Color	23 x 34	23 x 34 Color		TOTAL
Transmission Main Design									
	100	Product Management and Administration	200	50	20	20			290
	200	Public Information Program	50	50	20	20	10	20	170
	300	Preliminary Design	50	50	20	20	160	80	300
	400	Final Design	50	50	20	20	360	120	630
	500	Bid Phase Services	20	20	10	10	20		80
	600	Construction Phase Services							0
		SUBTOTAL	970	230	90	90	550	230	1540
			24.03%	14.29%	5.84%	5.84%	35.71%	14.29%	
		COUNT	970	230	90	90	550	230	1,540
		UNIT COST	\$ 0.05	\$0.10	\$0.40	\$0.80	\$1.00	\$4.38	
		PRINTING, COPY and SCAN COSTS	\$ 18.50	\$ 23.00	\$ 36.00	\$ 72.00	\$ 550.00	\$ 963.60	\$ 1,662.10

MISCELLANEOUS COSTS \$ 500.00

TOTAL HNTB EXPENSES \$ 2,162

Task	Description	Engineer VH	Engineer VJ	Land Surveyor	Tech. VJ	LA W	Survey Crew	Principal	Total Hours	Item Total	Task Total
105	Project Kickoff Meeting										
	1. Attend Project Kickoff Meeting	2	0	0	0	2	0	0		\$170.00	
	Sub Total										\$334.00
107	Progress Meetings										
	1. Attend up to 6 Progress Meetings with City	18	0	0	0	18	0	0		\$1,530.00	
	Sub Total										\$4,861.20
301.1	Transmission Main Alignment Study										
	1. Data Collection	4	4	0	0	0	0	0	4	\$173.00	
	2. Assemble GIS Data Mapping Files	0	0	0	0	0	0	0	0	\$346.00	
	3. Coordination with N. Brighton Ave. Project	4	0	0	0	4	0	0	0	\$340.00	
	4. Coordination with Valley Project	4	0	0	0	4	0	0	0	\$340.00	
	5. Coordination with Parks and Recreation Department	0	0	0	0	4	0	0	0	\$114.00	
	6. Site Visits to View Alignments (3 assumed)	3	0	0	0	0	0	0	11	\$480.00	
	7. Attend WSD in Presentation to Parks Board	4	0	0	0	4	0	0	0	\$340.00	
	8. Develop Alignment Concepts for Study up to 3 Concepts	4	0	0	0	4	0	0	0	\$688.00	
	9. Develop Alignment Exhibits (for Selected Alignment)								0	\$0.00	
	10. Overall Alignment Exhibit (1"=600' Approx. Enlarged Cut Sheets at 1"=100' for Preferred Alignment)	4	0	0	12	4	0	0	20	\$1,158.00	
	10. Summary Alignment Memorandum	4	0	0	0	4	0	0	44	\$1,752.00	
	11. Attend Review Meeting (included in Progress Mts)	3	0	0	0	4	0	0	0	\$0.00	
	12. Develop Budget Estimate for the Preferred Alignment	4	0	0	0	4	0	0	16	\$688.00	
	13. Review and Revise Exhibit & Summary Memo	4	0	0	0	4	0	0	16	\$688.00	
	Sub Total										\$27,429.92

Task Fee
105 \$ 518.80

107 \$ 4,651.20

301 \$ 27,429.92

Task	Description	Engineer VH	Engineer VJ	Land Surveyor	Tech. VJ	LA W	Survey Crew	Principal	Total Hours	Item Total	Task Total
301.2	Preliminary Utility Coordination								0		
	1. Send out improvement Notice 1	0	0	0	0	0	0	0	18	\$648.00	
	2. File certified non responses	0	4	0	0	0	0	0	4	\$173.00	
	3. Compile Responses to Improvement Notice	0	0	0	0	0	0	0	18	\$648.00	
	Sub Total										\$4,453.60
301.3	Pipeline Route Survey and Right-of-Way								0		
	1. Field Stake & Utility Agreements w/WAC, Parks & PW	0	0	0	0	0	0	0	24	\$936.00	
	2. Field Survey See Attached Proposal								0		
	Sub Total										\$ 2,845.44
303.2	Geotechnical Investigations								0		
	1. Coordinate Boring Locations	0	0	4	0	0	0	0	4	\$128.00	
	2. Field Stake Boring Locations (see attached proposal)								0		
	Sub Total										\$ 389.12
307	Landscape Planting Plan								0		
	1. Identify species of trees 8" and larger	0	0	0	4	0	0	0	20	\$714.00	
	2. Coordinate with Parks & Rec to identify specimen trees	0	0	0	0	4	0	0	4	\$154.00	
	3. Develop Planting and Restoration Plan for Disturbed Area	0	0	0	40	16	0	0	60	\$2,160.00	
	4. Develop Planting Details	0	0	0	4	4	0	0	8	\$304.00	
	5. Planting & Seeding Specifications	0	0	0	0	0	0	0	8	\$308.00	
	6. Planting & Seeding Quantities and Estimate	0	0	0	0	0	0	0	16	\$608.00	
	Sub Total										\$12,780.16
400	Escrow Descriptions & Exhibits								0		
	1. See Attached Proposal (0 Parcels Assumed)								0		
	TOTAL HOURS	78	104	20	116	120	0	0	438		
	HOURLY RATE	\$49.50	\$43.25	\$12.00	\$11.50	\$88.00	\$49.27	\$83.00			
	Labor Cost	\$3,540	\$4,456	\$600	\$4,330	\$4,070	\$0	\$0	\$17,856		

301 \$ 4,453.60

301 \$ 2,845.44

303 \$ 389.12

307 \$ 12,780.16

603

Task	Description	Engineer VH	Engineer VJ	Land Surveyor	Tech. VJ	LA W	Survey Crew	Principal	Total Hours	Item Total	Task Total
	Tallaferro & Browne Sub Total Labor									\$17,856	
	Multiply by 0.85										
	Tallaferro & Browne Design Sub Total									\$63,764	
	ASSUMPTIONS										
	1. WSD will Obtain GIS Data for Project									Fee	
	2. Survey Center Width 60' Centered on As Stated Alignment after foliage is down									\$60,000	
	3. Field Survey to Locate Trees 6" Dia. Within 60' Center									\$4,922	
	4. Preparation of legal descriptions and parcel drawings will participate at this time.									\$0	
	Survey Fee Subtotal (See Assumption 1, 2, 3 & 4)									\$4,922	
	Direct Expenses										
	Rate									Amount	
	O&E Projects (Reduce 0 Parcels at 1400)									\$0	
	Printing									\$0.00	
	Delivery									\$200	
	Total Direct Expenses									\$200	
	Total Project Fee									\$18,288	

301 \$ 49,600.00

303 \$ 4,922.00

403 \$ -

403 \$ -

301 \$ 500.00

301 \$ 200.00

Shockey \$ 46,577

27-Jul-17		SHOCKEY CONSULTING SERVICES								Task	Fee
Transmission Main (Brighton - Inaroy) - Kansas City, MO		Professional	Professional	Professional	Professional	Professional	Professional	Professional	Professional	Task Sub-Total (Fees + Expenses)	
Hourly Rate		\$210	\$125	\$90	\$90	\$90	\$90	\$90	\$90		
Task 202	Project Information Sheet: develop a project information and data sheet and coordinate its distribution with the CITY (city distributors to property owners)										
	Create template	8.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0		
	Prepare content	1.0	5.0	0.0	0.0	0.0	0.0	0.0	6.0		
	Manage proofs and printing	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Create and manage distribution lists	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Distribute items, if this includes mailing, include mailing costs	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Provide final version to client in electronic format	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0		
	Hours	9.0	10.0	0.0	0.0	0.0	0.0	0.0	11.0		
	Fee	\$1,890	\$1,250	\$0	\$0	\$0	\$0	\$0	\$3,140	\$3,140	
202										\$ 1,480	
Task 202	Website Fact Sheet (2 updates) - Assign the CITY in preparing and updating the content of project specific information to be placed on the City's web page. The web page assistance is based on two updates, one during design and the other during construction.										
	Create template	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Prepare content	1.0	2.0	0.0	0.0	0.0	0.0	0.0	3.0		
	Manage proofs and printing	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Create and manage distribution lists	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Distribute items, if this includes mailing, include mailing costs	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Update content	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0		
	Provide final version to client in electronic format	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Hours	1.0	4.0	0.0	0.0	0.0	0.0	0.0	5.0		
	Fee	\$210	\$500	\$0	\$0	\$0	\$0	\$0	\$710	\$710	
202										\$ 710	
Task 202	Stakeholder Meetings (3) - Make arrangements for and assist CITY in conducting stakeholder meetings between the project team and other interested parties. Coordinate the CITY and develop a MS PowerPoint presentation to be presented by CITY at each stakeholder meeting. The stakeholder meeting services is based on conducting three (3) stakeholder meetings. Meet with client to identify needs and objectives										
	Develop meeting materials (powerpoint presentation, agenda, sign-in, etc)	1.0	10.0	0.0	0.0	0.0	0.0	0.0	11.0	430	
	Manage logistics	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	300	
	Conduct interviews	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Prepare interview summary document and distribute	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Facilitate Meetings	0.0	24.0	0.0	0.0	0.0	0.0	0.0	24.0	75	
	Hours	1.0	34.0	0.0	0.0	0.0	0.0	0.0	35.0		
	Fee	\$210	\$4,260	\$0	\$0	\$0	\$0	\$0	\$4,470	\$4,800	
202										\$ 6,335	
Task 202	Project Signs - If requested by the CITY, develop the layout and graphics for production of four hoard project signs for stakeholder meetings (3).										
	Develop boards for public meeting	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1800	
	Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Fee	\$0	\$750	\$0	\$0	\$0	\$0	\$0	\$750	\$2,580	
202										\$ 2,550	
Task 107	Progress Meetings										
	Ongoing project correspondence (phone & email)	3.0	17.0	0.0	0.0	0.0	0.0	0.0	20.0		
	Project team Progress meetings (6 meetings)	0.0	24.0	0.0	0.0	0.0	0.0	0.0	24.0	150	
	Manage logistics	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Prepare and distribute meeting summaries	0.0	12.0	0.0	0.0	0.0	0.0	0.0	12.0		
	Hours	3.0	43.0	0.0	0.0	0.0	0.0	0.0	46.0		
	Fee	\$630	\$5,400	\$0	\$0	\$0	\$0	\$0	\$6,030	\$7,140	
107										\$ 7,140	
Task 201	Public Outreach List - Conduct research to determine interested parties along the proposed alignment. Develop database with contact information. Prepare postcard mailer for three stakeholder meetings. Develop list of stakeholders. Design and print postcards - up to 900 total										
		0.0	4.0	0.0	0.0	0.0	0.0	0.0	4.0	1062	
		0.0	12.0	0.0	0.0	0.0	0.0	0.0	12.0		
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
		0.0	10.0	0.0	0.0	0.0	0.0	0.0	10.0		
	Hours	0.0	26.0	0.0	0.0	0.0	0.0	0.0	26.0		
	Fee	\$0	\$3,260	\$0	\$0	\$0	\$0	\$0	\$3,260	\$3,482	
201										\$ 3,482	
Task 304	Incorporate Sustainable Design Elements and Emission Consideration										
	Project management	0.0	30.0	0.0	0.0	0.0	0.0	0.0	30.0		
	City and Stakeholder meetings (6 meetings)	0.0	18.0	0.0	0.0	0.0	0.0	0.0	18.0	150	
	Emission assessment, guidance, documentation	0.0	30.0	0.0	0.0	0.0	0.0	0.0	30.0		
	Conduct interviews	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
	Ongoing correspondence (phone & email)	0.0	15.0	0.0	0.0	0.0	0.0	0.0	15.0		
	Hours	0.0	83.0	0.0	0.0	0.0	0.0	0.0	83.0		
	Fee	\$0	\$17,550	\$0	\$0	\$0	\$0	\$0	\$17,550	\$18,225	
304										\$ 10,525	
Task 313	Emission Verification For Chouteau to Brighton Phase										
	Administration: project management, communications, and coordination and response coordination for Verification Process to Verification Registration and Submission Fees	0.0	31.0	0.0	0.0	0.0	0.0	0.0	31.0	8000	
	Hours	0.0	31.0	0.0	0.0	0.0	0.0	0.0	31.0		
	Fee	\$0	\$4,375	\$0	\$0	\$0	\$0	\$0	\$4,375	\$14,375	
313										\$ 14,375	
TOTAL HOURS AND FEES		6.0	174.0	0.0	0.0	0.0	0.0	0.0	180.0		
										\$46,577	

LC

\$24,360.00

LC Engineers, P.A.
dba LC Engineers, P.C. (Missouri)

7/3/2017

Kansas City, Missouri
Brighton-Searcy Transmission Main

Fee Proposal

	Principal Engineer Hours	Senior Engineer Hours	Technician Hours
Final Design Plans			
Task 305	3	50	90
Task 310	4	40	
Task 407	2	20	
PLANS HOURS	9	110	90
Hourly Rate	\$65.79	\$49.35	\$21.38
Total Fee Final Plans	\$592.11	\$5,428.50	\$1,924.20

\$600.00	\$7,501.20	\$5,849.57	\$207.78	\$14,158.55
\$800.01	\$6,000.96	\$0.00		\$6,800.97
\$400.00	\$3,000.48	\$0.00		\$3,400.48

Subtotal of Direct Labor		\$7,944.81
Multiplier	3.04	
Subtotal of Labor		\$24,152.22
Plotting	1 @	\$207.78

Total Final Fee **\$24,360.00**

TSI \$ 33,715.00

Geotechnical Study Cost Estimate 2017 Revised

Proposal No.: KCM17076

Date: 7/5/2017

p. 1 of 2

Project Name: Water Transmission Main N. Brighton to NE Pleasant Valley

By: BWR

No. Borings: 31 borings to 15 feet or AR, w/4 borings also including 10 feet of rock core.

PLANNING/START UP	Principal	Grp. Mgr.	Engr. VI	Engr. II	Eng I/Tech	Clerical	Fee
			2	4			\$0.00

FIELD INVESTIGATION

Engineering

Meetings - Scope, Various, Lit Review							
Review Info and Utilities				1	2		
Traffic Control Coordination/Permits							
Drilling Supervision/Observation				8	60		
Daily Truck Usage 6 @ \$45.00						Subtotal	\$270.00

Unit Drilling Prices

Drill Rig and Crew, Detailed Estimate on Sheet 2							\$16,490.50
City Excavation Permit @ \$150.00 each							\$0.00
City Traffic Control Permit @ \$150.00 each							\$0.00
Piezo/Well Protector @ \$168.00 each for stick up							\$0.00
Piezo/Well Protector @ \$300.00 each for flush mount							\$0.00
Tree Clearing (4 hour min) @ \$275.00 per hour							\$0.00
Safety Cones and Signage @ \$200.00 per day							\$0.00
Traffic Control w/ flaggers @ \$1,500.00 per day							\$0.00
						Subtotal Drill + Markup 0%	\$16,490.50

LABORATORY TESTING

Supervision

					1		
Moisture Content 119 @ \$4.50							\$535.50
Extrusion 5 @ \$15.00							\$75.00
Unit Weight 5 @ \$25.00							\$125.00
Unconfined Compression 5 @ \$55.00							\$275.00
Atterberg Limits 10 @ \$70.00							\$700.00
Sieve (no hydrometer) @ \$70.00							\$0.00
Hydrometer @ \$70.00							\$0.00
Lab Corrosion Testing Suite @ \$220.00							\$0.00
1-D Consolidation @ \$450.00							\$0.00
CBR/Std Proctor @ \$650.00							\$0.00
Rock - Unconfined Compr. 10 @ \$65.00							\$650.00
Core Photos 6 @ \$35.00							\$210.00
						Subtotal/Lab:	\$2,570.50

ANALYSIS AND REPORT PREPARATION

Report Documents

Vicinity Map				1	2		
Site and Boring Location Plan				2	4		
Boring Logs				2	8		
Subsurface Profiles (gINT)				4	6		
Tables							

Analysis

Foundations							
Settlement							
Groundwater Considerations				1	2		
Excavation Considerations				1	2		
Dewatering/Infiltration Considerations				2	4		
Seismic				1	2		
Pavement Recommendations							

Report Preparation

Manhours		4	6	14	8	2	
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GEOTECHNICAL STUDY TOTAL

Manhour Total	0	4	8	41	101	2	
Hourly Fee	\$65.00	\$66.50	\$32.00	\$37.50	\$25.00	\$15.00	
Labor Fee	\$0.00	\$266.00	\$416.00	\$1,537.50	\$2,525.00	\$30.00	
					Subtotal Engr. Cost		\$4,774.50
				Labor _ Overhead @ FAR	1.6898		\$8,067.95
				Profit @	12%		\$1,541.09
				PROJECT TOTAL:			\$33,714.54

TSI GEOTECHNICAL, INC.
 Water Transmission Main N. Brighton to NE Pleasant Valley
 KCM17076

2017 PRICING

TASK	QUANTITY	COST	EXTENSION
Mob/Demob, Local, within 60 miles one-way of TSi Office	@	\$350.00 Lump Sum	\$0.00
Mob/Demob, Local, within 60 miles one-way of TSi OfficeATV Rig	1 @	\$500.00 Lump Sum	\$500.00
Mob/Demob, Long dist., beyond 60 miles each way	@	\$4.75 / mile	\$0.00
Daily Rig Usage Charge.....ATV	6 @	\$600.00 / day	\$3,600.00
Daily Truck Usage Charge.....Support Truck	6 @	\$95.00 / day	\$570.00
Little Beaver Auger Rig	@	\$125.00 / day	\$0.00
2-person Drill Crew (for hand augering)	8 @	\$180.00 / hour	\$1,440.00
Per Diem	@	\$120.00 / day	\$0.00
Concrete Coring	@	\$14.75 / inch	\$0.00
Asphalt Coring	@	\$9.00 / inch	\$0.00
Coring Machine and Generator	@	\$125.00 / day	\$0.00
Continuous Flight Augering 0 to 50'	465 @	\$7.50 / feet	\$3,487.50
Continuous Flight Augering51 to 100'	@	\$8.50 / feet	\$0.00
Hollow-Stem Augering (HSA).... 0 to 50'	@	\$11.00 / feet	\$0.00
Hollow-Stem Augering (HSA).....51 to 100'	@	\$13.00 / feet	\$0.00
Hollow-Stem Augering (HSA).....below 100'	@	\$16.50 / feet	\$0.00
Hard Drilling, Fill, Rubble, etc	@	\$16.50 / feet	\$0.00
Setup to Mud Rotary or Core	4 @	\$120.00 / each	\$480.00
Mud Rotary.....0 to 50'	@	\$13.00 / feet	\$0.00
Mud Rotary.....51 to 100'	@	\$15.00 / feet	\$0.00
Mud Rotary, Bedrock	@	\$18.50 / feet	\$0.00
Split Spoon Sample (SS).....0 to 50'	119 @	\$12.00 each	\$1,428.00
Split Spoon Sample (SS).....51 to 75'	@	\$21.00 each	\$0.00
Split Spoon Sample (SS).....76 to 100'	@	\$39.00 each	\$0.00
Split Spoon Sample (SS).....below 100'	@	\$43.00 each	\$0.00
Shelby Tube Sample (ST).....0 to 50'	5 @	\$27.00 each	\$135.00
Shelby Tube Sample (ST).....51' to 75'	@	\$38.00 each	\$0.00
Shelby Tube Sample (ST).....76' to 100'	@	\$45.00 each	\$0.00
Shelby Tube Sample (ST).....below 100'	@	\$48.00 each	\$0.00
Setup on Borings 10' or Less	@	\$25.00 each	\$0.00
Asphalt Repair, Remove Cuttings	@	\$45.00 each	\$0.00
Rock Coring.....0 to 50'	40 @	\$35.00 / feet	\$1,400.00
Rock Coring.....51 to 100'	@	\$46.50 / feet	\$0.00
Rock Coring.....below 100'	@	\$48.00 / feet	\$0.00
Core Boxes	4 @	\$12.50 / each	\$50.00
Standby, load and unload, etc.	10 @	\$180.00 / hour	\$1,800.00
Grout Backfill Borings	@	\$7.00 / foot	\$0.00
Piezometer Installation	@	\$180.00 / hour	\$0.00
2" PVC SCREEN	@	\$5.25 / feet	\$0.00
2" PVC Riser	@	\$7.75 / feet	\$0.00
Flush Mount and Lock	@	\$300.00 each	\$0.00
Bumper Post - 5 Feet Long Steel	@	\$104.50 each	\$0.00
Bentonite Chips	@	\$17.75 / bag	\$0.00
Filter Sand	@	\$13.50 / bag	\$0.00
Ready Mix	@	\$8.25 / bag	\$0.00
Packer Test Equipment	@	\$210.00 / day	\$0.00
Local Travel	@	\$1.35 / mile	\$0.00
2" Centrifugal Trash Pump	@	\$40.00 / day	\$0.00
Chainsaw Rental	@	\$65.00 / day	\$0.00
High lift/Back hoe rental	16 @	\$100.00 hour	\$1,600.00
Dynamic Cone Penetrometers	@	\$90.00 each	\$0.00
Daylighting (potholing) for possible utility conflicts	@	\$300.00 / hour	\$0.00
Maryland Infiltration Test	@	\$500.00 each	\$0.00
Read Infiltration Test	@	\$75.00 hour	\$0.00
		Total	\$16,490.50

Design Professional : HNTB Corporation

Project: 36-Inch Water Main Extension: NE 64th Street and N Brighton Ave to NE Pleasant Valley Rd near Searcy Creek Parkway

Project No: 80002027

WSD Contract No: 9265

As of 7/21/2017

Classification	Proposed Rates		Proposed Rates with Multiplier	
	Minimum	Maximum	Minimum	Maximum
Principal	\$ 94.00	\$ 135.00	\$ 285.00	\$ 411.00
Group Director	\$ 70.00	\$ 106.00	\$ 212.00	\$ 323.00
Senior Project Manager	\$ 68.00	\$ 97.00	\$ 206.00	\$ 295.00
Department Manager	\$ 63.00	\$ 82.00	\$ 191.00	\$ 250.00
Senior Technical Advisor	\$ 53.00	\$ 76.00	\$ 161.00	\$ 232.00
Section Manager	\$ 59.00	\$ 75.00	\$ 179.00	\$ 228.00
Principal Engineer	\$ 80.00	\$ 91.00	\$ 243.00	\$ 277.00
Project Manager II	\$ 55.00	\$ 74.00	\$ 167.00	\$ 225.00
Project Manager I	\$ 48.00	\$ 62.00	\$ 145.00	\$ 189.00
Senior Planner	\$ 50.00	\$ 56.00	\$ 152.00	\$ 171.00
Senior Project Engineer	\$ 49.00	\$ 67.00	\$ 148.00	\$ 204.00
Senior Staff Engineer	\$ 44.00	\$ 55.00	\$ 133.00	\$ 168.00
Project Engineer	\$ 39.00	\$ 60.00	\$ 118.00	\$ 183.00
Engineer III	\$ 36.00	\$ 48.00	\$ 109.00	\$ 146.00
Engineer II	\$ 30.00	\$ 40.00	\$ 91.00	\$ 122.00
Engineer I	\$ 27.00	\$ 36.00	\$ 82.00	\$ 110.00
Intern Engineer	\$ 17.00	\$ 25.00	\$ 51.00	\$ 76.00
Landscape Architect	\$ 50.00	\$ 60.00	\$ 152.00	\$ 183.00
Environmental Specialist	\$ 42.00	\$ 50.00	\$ 127.00	\$ 152.00
Technician Specialist	\$ 43.00	\$ 27.00	\$ 130.00	\$ 83.00
Senior Technician	\$ 34.00	\$ 54.00	\$ 103.00	\$ 165.00
Technician III	\$ 33.00	\$ 38.00	\$ 100.00	\$ 116.00
Technician II	\$ 25.00	\$ 35.00	\$ 76.00	\$ 107.00
Technician I	\$ 20.00	\$ 28.00	\$ 60.00	\$ 86.00
Intern Technician	\$ 15.00	\$ 21.00	\$ 45.00	\$ 64.00
Public Involvement Manager	\$ 44.00	\$ 52.00	\$ 133.00	\$ 159.00
Office Business Manager	\$ 49.00	\$ 60.00	\$ 148.00	\$ 183.00
Senior Project Analyst	\$ 36.00	\$ 47.00	\$ 109.00	\$ 143.00
Project Analyst II	\$ 30.00	\$ 37.00	\$ 91.00	\$ 113.00
Project Analyst I	\$ 23.00	\$ 30.00	\$ 69.00	\$ 92.00
Office Administration Manager	\$ 32.00	\$ 43.00	\$ 97.00	\$ 131.00
Office Administrator	\$ 27.00	\$ 35.00	\$ 82.00	\$ 107.00
Administrative Assistant	\$ 18.00	\$ 27.00	\$ 54.00	\$ 83.00

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will,

recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

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

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

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

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

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

ATTACHMENT E

HRD DOCUMENTS

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

- b. Name of M/WBE Firm Shockey Consulting Services, LLC (WBE)
 Address 12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215
 Telephone No. 913.248.9585
 I.R.S. No. 48-1206747
- c. Name of M/WBE Firm LC Engineers, P.C. (WBE)
 Address 12315 Wenonga Lane, Leawood, Kansas 66209
 Telephone No. 913.491.0431
 I.R.S. No. 20-0524959

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Taliaferro & Browne, Inc</u>	<u>Contractor</u>	<u>\$72,838</u>	<u>100</u>	<u>14%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		<u>\$72,838</u>		<u>14%</u>

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>Shockey Consulting Services, LLC</u>	<u>Contractor</u>	<u>\$20,811</u>	<u>100</u>	<u>4%</u>
<u>LC Engineers, P.C.</u>	<u>Contractor</u>	<u>\$20,811</u>	<u>100</u>	<u>4%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:		<u>\$41,622</u>		<u>8%</u>

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: John Blancett

Address: 715 Kirk Drive

Kansas City, MO 64105

Phone Number: 816.572.2539

Facsimile number: 816.472.4086

E-mail Address: jblancett@hntb.com

By: J. Blot
Title: Project Manager
Date: 8-10-17
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 10th day of August, 2017

My Commission Expires: 8/21/2018 Sebrich S. Caporietto
Notary Public



TIMETABLE FOR MBE/WBE UTILIZATION

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

I, Wayne Feuerborn, acting in my capacity as Vice President
(Name) *(Position with Firm)*
of HNTB Corporation, 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 X- 210 days (Specify)

Throughout _____ X _____ Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 60 % Middle 1/3 30 % Final 1/3 10 %

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.

Wayne Feuerborn

(Signature)
Vice President

(Position with Firm)
8/11/2017

(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: HNTB Corporation

ADDRESS: 715 Kirk Dr., Kansas City, MO 64105

PROJECT NUMBER OR TITLE: Water Services Department Project No. 80002027

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	14% MBE	8% WBE
Contractor Utilization Plan:	14% MBE	8% 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)



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

The Undersigned, Wayne Feuerborn of lawful age, being first duly sworn, states under oath as follows:
(Name)

1. I am the Vice President of HNTB Corporation who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. 80002027 and Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy.

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

3 (✓) ___ Prevailing wage does not apply; or
(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

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

1. Name of MBE/WBE Firm Taliaferro & Browne, Inc. (MBE)
Address 1020 East 8th Street, Kansas City, Missouri 64106
Telephone Number 816.283.3456
IRS Number 48-0758891
Area/Scope*of Work Meetings: Field and Record Investigations; Pipeline Route Surveys; Alignment Study; Survey of Geotechnical Borings; Landscape Planting Plan
Subcontract Final Amount _____

2. Name of MBE/WBE Firm Shockey Consulting Services, LLC (WBE)
Address 12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215
Telephone Number 913.248.9585
IRS Number 48-1206747
Area/Scope*of Work Meetings: Minutes; Impacted Landowner Research and Outreach Public Information; Envision Tracking; Envision Verification
Subcontract Final Amount _____

3. Name of MBE/WBE Firm LC Engineers, P.C. (WBE)
 Address 12315 Wenona Lane, Leawood, Kansas 66209
 Telephone Number 913.491.0431
 IRS Number 20-0524959
 Area/Scope*of Work Opinion of Probable Costs: Stormwater Pollution Prevention Plan
 Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

CONTRACTOR _____

By _____
 (Authorized Signature)

Title _____

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

_____ of the _____

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)

) ss:

COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Meetings; Field and Record Investigations; Pipeline Route Surveys; Alignment Study; Survey of Geotechnical Borings; Landscape Planting Plan

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

Taliaferro & Browne, Inc.
1020 East 8th Street, Kansas City, Missouri 64106
 Phone No. 816.283.3456
 Fax: 816.283.0810
 E:mail: hagos@tb-engr.com
 Federal ID No. 48-0758891

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

By: _____

(Signature)

(Print Name)

(Title)

(Date)

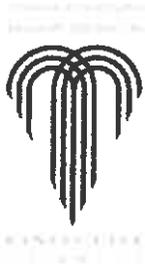
NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)

) ss:

COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Meetings: Minutes: Impacted Landowner Research and Outreach Public Information: Envision Tracking: Envision Verification

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

Shockey Consulting Services, LLC
12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215
 Phone No. 913.248.9585
 Fax: 913.515.4365
 E:mail: sheila@shockeyconsulting.com
 Federal ID No. 48-1206747

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 _____



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)

) ss:

COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Opinion of Probable Costs; Stormwater Pollution Prevention Plan

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

LC Engineers, P.C.
12315 Wenona Lane, Leawood, Kansas 66209
 Phone No. 913.491.0431
 Fax: 913.491.9533
 E:mail: lee@lcengrs.com
 Federal ID No. 20-0524959

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



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number Water Services Department Project No. 80002027

Project Title 36-inch Water Main Extension NE 64th Street and N Brighton Avenue to NE Pleasant Valley Rd near Searcy Creek Pkwy

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

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: HNTB Corporation, Design Professional

Work Performed: Geotechnical Investigations

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

TSi Geotechnical Inc.
8248 NW 101st Terrace # 5, Kansas City, Missouri 64106
Phone No. 816.599.7965
Fax: 816.599.7967
E:mail: brobden@tsi@eotech.com
Federal ID No. 43-1535463

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 F

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 11th day of August, 2017, before me appeared Wayne Feuerborn, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Vice President (title) of HNTB Corporation (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.

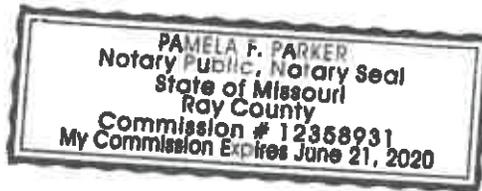
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Wayne Furbur
Affiant's signature

Subscribed and sworn to before me this 11th day of August, 2017.

Pamela Parker
Notary Public

My Commission expires:
6/21/20





Company ID Number: 150386
Client Company ID Number: 524611

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), HNTB Corporation (Employer), and Employment Background Investigations, Inc. (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify



Company ID Number: 150386
Client Company ID Number: 524611

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer HNTB Corporation

_____ Name (Please Type or Print)	_____ Title
_____ Signature	_____ Date

E-Verify Employer Agent Employment Background Investigations, Inc.

Donna Crowley

_____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	<i>03/22/2012</i> _____ Date

Department of Homeland Security – Verification Division

USCIS Verification Division

_____ Name (Please Type or Print)	_____ Title
<i>Electronically Signed</i> _____ Signature	<i>03/22/2012</i> _____ Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:



Company ID Number: 150386
Client Company ID Number: 524611

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4216:

Approved by:

Employer HNTB Corporation

Karen Herndon
Name (Please Type or Print)

Staffing Operations Mgr
Title

Karen Herndon
Signature

3/22/2012
Date

E-Verify Employer Agent Employment Background Investigations, Inc.

Donna Crowley

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/22/2012

Date

Department of Homeland Security - Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Page 14 of 15 | E-Verify MOU for Employer (Client) using a E-Verify Employer Agent | Revision Date 05/01/09
www.dhs.gov/E-Verify



Company ID Number: 150386
Client Company ID Number: 524611

Company Name: HNFB Corporation

Company Facility Address: 120 W 12th Street

Kansas City, MO 64108

County or Parish: JACKSON

Employer Identification
Number: 431623082

North American Industry
Classification Systems
Code: 541

Administrator: _____

Number of Employees: 2,500 to 4,999

ATTACHMENT G

Non-Construction Subcontractors Listing

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

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: <u>Taliaferro & Browne, Inc. / Hagos Andebrhan</u> Email: <u>hagos@tb-engr.com</u>	Address: <u>1020 East 8th Street, Kansas City, Missouri 64106</u> Phone: <u>(816) 283-3456</u> Fax: <u>(816) 283-0810</u>
2.	Name: <u>Shockey Consulting Services, LLC / Sheila Shockey</u> Email: <u>sheila@shockeyconsulting.com</u>	Address: <u>12351 W. 96th Terrace, Suite 107, Lenexa, Kansas 66215</u> Phone: <u>(913) 248-9585</u> Fax: <u>(913) 515-4365</u>
3.	Name: <u>LC Engineers, P.C. / Donna Lee</u> Email: <u>lee@lcengrs.com</u>	Address: <u>12315 Wenonga Lane, Leawood, Kansas 66209</u> Phone: <u>(913) 491-0431</u> Fax: <u>(913) 491-9533</u>
4.	Name: <u>TSi Geotechnical Inc. / Brian Robben</u> Email: <u>brobber@tsigeotech.com</u>	Address: <u>8248 NW 101st Terrace # 5, Kansas City, Missouri 64106</u> Phone: <u>(816) 599-7965</u> Fax: <u>(816) 599-7967</u>
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: HNTB Corporation
 Submitted By: John Blancett
 Title: Project Manager
 Telephone No.: (816) 527-2539
 Fax No.: (816) 472-4086
 E-mail: jblancett@hntb.com
 Date: 8/2/17

DESIGN PROFESSIONAL SERVICES

AMENDMENT NO. 1

CONTRACT NO. 1587 PROJECT NO. 81000927
36-INCH WATER MAIN EXTENSION N.E. 64th STREET AND N. BRIGHTON AVENUE TO
N.E. PLEASANT VALLEY ROAD NEAR SEARCY CREEK PARKWAY
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HNTB Corporation. The parties amend the Agreement entered into on September 14, 2017, as follows:

WHEREAS, City has previously entered into a contract dated September 14, 2017 in the amount of \$520,274.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$853,699.00, to amend the total contract amount to \$1,373,973.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Add the following attachments:
 - a. Attachment A, Scope of Services for Amendment No. 1.
 - b. Attachment C, Design Professional's Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 1.
- B. Delete and replace the following section:
 - a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,373,973.00, as follows:
 - 1. \$ _____ for the services performed by Design Professional under this Agreement.
 - 2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachments C and C-1.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$_____. The following are the reimbursable direct expenses that City has approved: subcontractor direct costs paid by design professional, and reproduction of deliverables.
4. Design Professional's maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$_____ for Optional Services not yet authorized by the City that may be required throughout the course of the work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier shall not exceed 3.04. A schedule of position classifications and the salary range for each position is included as a part of Attachment C. Each Optional Service shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City may revise the Design Professional's Basic Services defined in Attachments A and A-1 by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in Attachments C and C-1 and represents the basis for the maximum amount that City shall pay Design Professional under this agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

DESIGN PROFESSIONAL

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

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

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)

Inter-Departmental Communication

Date: September 10, 2021

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

From: Andrea Dorch, Director; Civil Rights & Economic Opportunity Department

Subject: Revised Docket Memo for Amendment 1 # 210739

CONTRACTOR: HNTB Corporation
Address: 715 Kirk Ave.
Kansas City, MO 64105
Contract # 9265 / 80002027 – 36-inch Water Main Extension NE 64th St. & N Brighton Ave. to NE Pleasant Valley Road Near Searcy Creek Parkway
Contract Amount: \$1,373,973.00 (\$853,699 on Amendment 1)
MBE Goal 14%
WBE Goal: 8%
Total MBE Achieved: 14%
Total WBE Achieved: 8%

MBE SUBCONTRACTORS:
Name: Taliaferro & Browne, Inc.
Address: 1020 E. 8th St.
Kansas City, MO 64106
Scope of Work: Design / Field Services / Surveying / Planning
Dollar Amount: 14%
Ownership: Andebrhan, Hagos
Structure: African-American Male Code 15

WBE SUBCONTRACTORS:
Name: Shockey Consulting Services, LLC
Address: 12351 W. 96th Terrace, Suite 107
Lenexa, KS 66215
Scope of Work: Public Involvement / Urban Planning Services
Dollar Amount: 4%
Ownership: Shockey, Sheila
Structure: Caucasian Female Code 27

WBE SUBCONTRACTORS:

Name: LC Engineers, P.C.
Address: 12315 Wenonga Lane
Leawood, KS 66209
Scope of Work: Design Services- Cost Estimating / SWPP
Dollar Amount: 4%
Ownership: Lee, Donna
Structure: Caucasian Female Code 27

Comments:

Original Contract Amount: \$ 520,274.00
Amendment 1: \$ 853,699.00
Proposed Contract Amount: \$1,373,973.00

According to B2G, the prime contractor is currently achieving the following participation on the original contract:

Dollars paid to prime contractor by City to date: \$434,203.26
Dollars paid to MBE by prime contractor to date: \$116,429.06 for 27% MBE.
Dollars paid to WBEs by prime contractor to date: \$65,531.73 for 15% WBE.



Legislation Text

File #: 210732, Version: 1

ORDINANCE NO. 210732

Authorizing the City Manager to execute a First Amendment to Cooperative Agreement for Purchase and Use of Real Property; and authorizing the City Manager to enter into a City Parking Cooperation Agreement with the Kansas City Area Transportation Authority.

WHEREAS, the City, KCATA and Port Authority of Kansas City, Missouri (“Port KC”) entered into a Cooperative Agreement for Purchase and Development of Real Property (“Purchase Agreement”) dated April 5, 1999, pursuant to which each contributed to the purchase of certain property located generally at 3rd and Grand Boulevard and the KCATA was to purchase and own the Property and enter into a separate lease with the City for the use of the Property; and

WHEREAS, the parties to the Purchase Agreement wish to amend the Purchase Agreement to provide for its termination in order to facilitate transportation oriented development at the Property; and

WHEREAS, the Kansas City Transportation Authority (“KCATA”) and the City did enter into a certain Parking Agreement dated September 20, 1999 (the “Parking Lease”), pursuant to which the KCATA leases the “Property” to the City; and

WHEREAS, KCATA is party to that certain Development Agreement between KCATA, Ride KC, and 3G Development, LLC dated as of December 3, 2020 pursuant to which 3G Development, LLC will develop a mixed-use development adjacent to the City Market and including the Property; and

WHEREAS, the City and KCATA desire to encourage transit-oriented development, multi-modal transportation, and the repopulation of the River Market area (“Transportation Oriented Development”); and

WHEREAS, the construction of Transportation Oriented Development on the Property will require termination of the Parking Lease; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to execute a First Amendment to Cooperative Agreement for Purchase and Use of Real Property with KCATA and Port KC in a substantially the form attached hereto as Exhibit A.

Section 2. That the City Manager is hereby authorized to enter into and implement a City Parking Cooperation Agreement with KCATA in substantially the form attached hereto as Exhibit B.

Approved as to form and legality:

Katherine Chandler
Assistant City Attorney

**No Fact Sheet
for
Ordinance
No. 210732**



Legislation Text

File #: 210751, Version: 1

ORDINANCE NO. 210751

Authorizing an amendment to the construction manager at risk (CM@Risk) contract with KC Streetcar Constructors for the Kansas City Streetcar Main Street Extension Project to restructure the scope of the Phase 2 construction services into Phases 2A, advanced work packages, and 2B, construction services under FGMP; authorizing the expenditure up to \$6,677,475.00 for Phase 2A; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, Committee Substitute for Ordinance No. 200165 authorized a construction manager at risk (CM@Risk) contract with KC Streetcar Constructors for Phase 1, preconstruction services for the Kansas City Streetcar Main Street Extension Project and authorized an exercise of option for Phase 2, construction services; and

WHEREAS, the City and the CM@Risk are in agreement to divide phase construction services into two separate phases - Phase 2A and Phase 2B; and

WHEREAS, Phase 2A will consist of advanced work packages to include procurement of rail and special track materials and pressure welding and southern terminus civil work from 49th Street to 51st Street ; and

WHEREAS, in order to maintain a satisfactory project schedule, it is necessary for Phase 2A work to begin prior to the submission of the CM@Risk's final guaranteed maximum price; and

WHEREAS, the remaining work to be performed under construction services in Phase 2B will be included in the CM@Risk's final guaranteed maximum price ("FGMP"); and

WHEREAS, construction materials such the streetcar rail and components needed for track switching must be ordered months in advance to ensure timely delivery to maintain construction schedules; and

WHEREAS, CM@Risk will solicit bids for each of the advanced work packages and materials needed to complete Phase 2A; NOW, THEREFORE,

Section 1. That the Director of Public Works is hereby authorized to execute an amendment to a CM@Risk contract with KC Streetcar Constructors for the Kansas City Streetcar Main Street Extension project to restructure the scope of the Phase 2, Construction Services by accelerating the bid of the water/sewer line package, rail and special track material procurement package, and survey and testing work package in Phase 2A, Advanced Work Packages for Project No. 89022014 - Kansas City Streetcar Main Street Extension, in an amount not to exceed \$6,677,475.00 from funds previously appropriated to Accounts No. AL-3445-895990-B-89022014 (\$3,304,682) and AL-3445-898990-B-89022014 (\$3,372,793). A copy of the amendment, in substantial form, is on file in the Public Works Department and is incorporated herein by reference.

Section 2. That this ordinance, relating to the design, repair, maintenance or construction of a public

improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with that section.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Nelson Munoz
Assistant City Attorney

CONTRACT

210751

Ordinance Fact Sheet

Amendment Form

Brief Title Authorizing an amendment to the construction manager at risk (CM@Risk) contract with KC Streetcar Constructors for the Kansas City Streetcar Main Street Extension project

Approval Deadline _____

Reason _____

Details

Reason for Contract

Public Works is utilizing KC Streetcar Constructors to provide construction services in the Streetcar Main Street Extension Project. The proposed amendment will authorize funds for continuation of these services.

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

Contract Summary

Authorizing the Director of Public Works to amend the construction manager at risk (CM@Risk) contract with KC Streetcar Constructors for the Kansas City Downtown Streetcar project to restructure the scope of the Phase 2 Construction Services into Phases 2A, Advanced Work Packages, and 2B, authorizing the expenditure of \$6,677,475.00 for Phase 2A; and recognizing an accelerated effective date.

Project Justification

The City of Kansas City plans to construct an extension to the downtown streetcar line. This work is being performed in accordance with FTA requirements. The City is utilizing the project delivery method of construction manager at risk (CM@Risk) for the construction of this project. The City solicited bids for a CM@Risk and KC Streetcar Constructors was the selected contractor. The CM@Risk contract provides for Phase 1 Preconstruction Services and contract authorizes the City to exercise the option for Phase 2 Streetcar General Construction Services subject to appropriation of funds by the City Council.

The City and the CM@Risk are in agreement to divide Phase 2 Construction Services into two separate phases - Phase 2A and Phase 2B. In order to maintain a satisfactory project schedule, it is necessary for Phase 2A work to begin prior to the submission of the CM@Risk's final guaranteed maximum price.

CM@Risk will solicit bids for each of the Advanced Work Packages and materials needed to complete Phase 2A.

Roles and Responsibilities

Sponsor	Public Works Department
Department or Programs Affected	Public Works Department
Recommended Awardee	KC Streetcar Constructors
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known. Reason for Opposition
Responsibilities	Design Engineering: Inspections: Construction or Project Management: Service Monitoring:

Policy/Program Impact

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

(Continued on reverse side)

Details

Finances

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

210751

LEGISLATION IN BRIEF:

Authorizing an amendment to the construction manager at risk (CM@Risk) contract with KC Streetcar Constructors for the Kansas City Streetcar Main Street Extension project.

What is the purpose of this legislation?

CAPITAL

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

Does this legislation spend money?

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

0

Does this legislation expand the scope of city services, or expand the city's infrastructure?

NO

Yes/No

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

Section 00: Notes:

Estimated Lifespan is 5 years with an annual operating and maintenance cost of \$5,500,000 to be paid through TDD.

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
3445	895990	B	89022014	3,304,682.00	
3445	898990	B	89022014	3,372,793.00	

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

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

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

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

NET IMPACT ON OPERATIONAL BUDGET

- -

RESERVE STATUS:

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

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
3445	SO Series 2022A Streetcar Bond	6,677,475						
TOTAL EXP		6,677,475	-	-	-	-	-	-

NET Per-YEAR IMPACT (6,677,475) - - - - -

NET IMPACT (SIX YEARS) (6,677,475.00)

REVIEWED BY

Charles Leap

DATE

8/23/2021



Legislation Text

File #: 210752, Version: 1

ORDINANCE NO. 210752

Estimating revenue in the amount of \$170,000.00 in the Capital Improvements Fund; appropriating that amount to the Bus Stop Improvements account; authorizing the Director of Public Works to execute a \$170,000.00 cooperative agreement with Kansas City Area Transportation Authority (“KCATA”) for the Bus Stop Improvement Project.

WHEREAS KCATA has agreed to contribute \$170,000.00 for the purpose of constructing ADA-compliant bus stops at approximately 17 locations in Kansas City, Missouri; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account is hereby estimated in the following amount:

22-3090-895912-485110-89023020	\$170,000.00
--------------------------------	--------------

Section 2. That the sum of \$170,000.00 is hereby appropriated from the Unappropriated Fund Balance of Fund No. 3090 to the following account:

22-3090-895912-B-89023020	Bus Stop Improvements	\$170,000.00
---------------------------	-----------------------	--------------

Section 3. That the Director of Public Works is hereby designated as requisitioning authority for Account No. 22-3090-895912.

Section 4. That the Director of Public Works is hereby authorized to execute a \$170,000.00 cooperative agreement with KCATA for the Bus Stop Improvement Project. A copy of the cooperative agreement is on file in the Public Works Department.

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

 Tammy L. Queen
 Director of Finance

Approved as to form and legality:

Nelson V. Munoz

Assistant City Attorney

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

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	210752
--------------------------------	------------------------	--------

LEGISLATION IN BRIEF:

Estimating revenue in the amount of \$170,000.00 in the Capital Improvements Fund; appropriating that amount to the bus stop improvement project.

What is the purpose of this legislation? CAPITAL

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

Does this legislation spend money? YES Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues? YES Yes/No

See Section 02 for new revenue estimates

Does this Legislation Increase Appropriations? YES Yes/No

See Section 03 for increases in appropriations

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

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

Section 00: Notes:

Project is funded by KCATA

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
3090	895912	B	89023020	170,000.00	

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
3090	895912	485110	89023020		

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

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

NET IMPACT ON OPERATIONAL BUDGET				-	-
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RESERVE STATUS:

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

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
3090	Capital Improvements	170,000						
TOTAL REV		170,000	-	-	-	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
3090	Capital Improvements	170,000						
TOTAL EXP		170,000	-	-	-	-	-	-

NET Per-YEAR IMPACT	-	-	-	-	-	-	-	-
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NET IMPACT (SIX YEARS)	-
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REVIEWED BY Charles Leap DATE 8/18/2021