



**Kansas City Water Services  
Overflow Control Program  
2021 Water Quality Small Grant Program**

Request for Proposals  
Due: Monday, March 29, 2021

**Overview**

The Overflow Control Program (OCP) is a commitment by Kansas City Water Services to reduce overflows from the combined sewer system and prevent overflows in the separate sewer system. Reducing and preventing overflows from the sewer system creates a cleaner, healthier environment for our community and improves the quality of water that is returned to area waterways.

Kansas City Water Services created the Water Quality Small Grant Program to help fund projects and activities related to water quality protection, improvement, and education within the city limits of Kansas City, Missouri. The Grant Program is implemented through OCP funds set aside for water quality public education and outreach.

**Grant Program Goals**

The goal of the grant program to improve water quality in our streams, lakes, and rivers, through a reduction in the amount of stormwater, and the contaminants it can carry, entering the combined and separate stormwater systems; improve public knowledge of the effect human activities on water quality; and create behavior change within the community to protect water resources and associated infrastructure. A reduction in the amount of stormwater entering the combined sewer system will reduce overflows, improve water quality, and lower the cost to manage wastewater. Public education and positive actions taken to reduce stormwater runoff and protect water quality can reduce the burden on city services to maintain infrastructure. Projects or activities should involve one or more of the following:

- Public education on the impacts stormwater runoff has on the environment
- Public action to reduce impact of stormwater runoff on water quality and water quantity
- Public education on the importance of protecting infrastructure, local waterways, and associated natural resources
- Public action to protect and/or improve infrastructure, local waterways, and associated natural resources

Funding for green infrastructure projects such as rain gardens, green roofs, or porous pavement will only be considered if the project has a significant public education and participation component and is accompanied by a 5-year maintenance plan.

## Eligibility Requirements

### Who is eligible for funding?

Any Non-Profit Organizations incorporated within the states of Missouri or Kansas may apply for grant funds with the following provisions:

- The organization must be registered and in good standing with the state of Missouri or Kansas and licensed to do business in Kansas City, Missouri.
- Neighborhood associations must be located in and serve a neighborhood within Kansas City, Missouri.
- Schools or teachers (with documented school approval) must be part of one of the public school districts serving Kansas City, Missouri or a charter, private, or parochial schools (with Kansas City, Missouri addresses), serving Kansas City residents.
- Community colleges, colleges or university programs must be operating in Kansas City, Missouri and serving Kansas City, Missouri residents.

Grant funding will not be awarded to any individual or organization which proposes a project necessary to meet their organization's compliance with Federal, state, or local regulations. Grant funds may not be used to develop or implement stormwater pollution prevention plans, monitoring, or other activities required by a National Pollutant Discharge Elimination System (NPDES) stormwater permit. Incomplete applications will not be considered for funding.

### What types of programs or projects are eligible for funding?

All projects and programs must be located within and provide a direct benefit or service to Kansas City, Missouri residents and sewer infrastructure. Projects and programs must educate and/or involve the public in issues affecting water quality in Kansas City. These projects and programs may include, **but are not limited to:**

- Programs designed to inform residents, schools, and/or businesses about the impacts of non-point source pollution on stormwater runoff, and ultimately, water quality in Kansas City rivers, lakes, and streams.
- Programs designed to encourage changes in behavior leading to the reduction of nonpoint source pollution in stormwater or quantity of stormwater coming from homes and businesses. Education may include, but is not limited to information on proper lawn care; pet waste disposal; household hazardous waste; trash and litter reduction; fats, oils, and grease impact in the system; rain barrels; rain gardens; and native plants.
- Programs that educate about human health and safety issues during and after flooding events; including but not limited to information on proper leaf and brush disposal as it relates to water quality, combined sewer overflows, maintaining clean storm drains, and contaminants in waterways due to flooding.

- Projects that encourage organizations to become actively involved in pollution reduction and water quality improvement such as community cleanups, storm drain marking, rain garden or rain barrel workshops, and riparian area improvements.
- Projects involving the installation and maintenance of green infrastructure or Best Management Practices (BMP's) that directly affect the quality and quantity of stormwater reaching the sewer system or a specified waterway. These projects required a 5-year maintenance plan to be eligible.
- Projects involving environmental restoration, enhancement, or preservation in relation to wetland, riparian, and lake ecosystems as long as they contain a large public education or outreach component

### **Measuring Success and Outcomes**

Applicants must clearly identify how they intend to measure the effectiveness of the activities in their proposal. Preference will be given to proposals with quantifiable outcomes. Examples of quantifiable outcomes include miles of streams cleaned, tons of trash removed, number of rain barrels installed, or percent decrease in stream contaminants from a baseline. For more subjective activities, such as presentations or water festivals, the number of attendees will be accepted as a quantifiable outcome. Preference will be given to subjective activities that identify ways to measure behavior change or increased knowledge in the participants.

### **Program Funding**

The grant program will be funded at \$100,000 for 2021. This funding may increase or decrease at the discretion of the KC Water Director. The maximum amount of funding that can be applied for by any applicant is \$25,000. Funds awarded will vary by project type and complexity and may or may not be for the full amount requested. The number of grants awarded will depend on the number of successful applicants and the amount of funding granted to each applicant.

If needed, an organization may request up to 15% of the grant award at the time of award. Additional funding will be distributed based on invoices, with qualifying receipts, received from the applicant on mutually decided timeline. The final 10% will be distributed after receipt of the final grant report.

No matching funds are required to apply for a grant. However, projects and programs with matching or in-kind funds will receive preference during the selection process.

### What types of expenses are eligible for grant reimbursement?

Up to 15% of the grant funding may be used for administrative or overhead charges. Eligible expenses must otherwise be project specific and necessary for proper and complete implementation of the project/program. All approved expenses will be mutually agreed upon and detailed in the project budget section of the Services and Funding Contract prior to start of the project. The following expenses are eligible:

- Project specific materials, equipment and supplies
- Project specific personnel costs and reimbursement (These items must include adequate documentation of all billed hours, including copies of employee timesheets, hourly payroll rates, and description of work completed).
- Consulting fees required to design or implement the project
- Mileage or fuel expenses incurred as part of project/program implementation

What types of expenses are NOT eligible for grant reimbursement?

- Costs associated with work performed prior to the grant award, even if that work is specific to the grant project
- Costs associated with work required of the applicant to meet a federal, state, or local, requirement.
- Personal food, refreshments, and mileage (project specific food costs may be included if approved in the project budget)
- Permit fees required to implement the project

**Selection Process**

Applications will be reviewed and ranked through an internal selection committee comprised of KC Water staff, based on the scoring criteria listed below. The grant process is competitive and applicants not meeting the eligibility requirements and incomplete grant applications will not be considered.

Scoring:

- 1) Project Approach and Description (25 points)
- 2) Proposed Budget (10 Points)
- 3) Water Quality Awareness, Education, Improvement, and/or Protection (25 Points)
- 4) Community Impact and Partnerships (15 Points)
- 5) Measures of Success and Proposed Outcomes (25 Points)
- 6) Bonus points for 2021 focus area\* (5-10 Points) (Thoughts?)

**\*Bonus point criteria for 2021** Bonus points will be awarded to any project that can demonstrate behavior change related to reducing trash and illegal dumping along roadways, riparian areas, and in storm drains.

The selection committee will review the grant applications for completeness and content and make recommendations for funding to the Director. The Director, or his designee, will authorize applications for funding based on the recommendations of the selection committee and the program’s eligibility criteria. Successful applicants must sign a Funding and Services Contract and complete all required items as set forth in the Program Guidelines Section.

## Grant Conditions

**If selected for funding**, projects or programs must meet the following guidelines.

- A scope of work and budget for all approved expenses must be prepared and included in the Funding and Services Contract. Examples are provided with the application.
- Any expenses not documented will be denied reimbursement. KC Water may conduct periodic audits of grant expenses to help ensure grant funds are being utilized appropriately and as reported. Recipients must agree to make available all project and financial records for auditing purposes.
- All projects must be completed in accordance with applicable federal, state, and local laws, and all required permits, insurance, and approvals must be obtained by the applicant and their representatives.
- All projects must be completed as set out in the plan outlined in the Funding and Services Contract. Water Services must approve, in writing, any proposed changes to the plan and amendments to the contract once a grant is awarded.
- Recipients must acknowledge receipt of the grant from KC Water in all applicable promotional materials and at associated public events.
- Recipients must obtain approval from KC Water before any print or electronic advertising (including social media), associated with the grant is released to the public.
- All projects must be completed within the time frame specified in the Funding and Services Contract. KC Water must approve any proposed time extensions through contract amendment once a grant is awarded. An awarded grant must be completed within a year of the date of Notice to Proceed.
- All projects must submit a final report in a similar format to the one provided in the application within 60 days of completion of the grant project. Reports may be more detailed than the example, but not less. Applicants who do not submit the final report within the 60-day time period will forfeit the final 10% of funding and be ineligible for any KC Water grants for the period of at least one year.
- Water Services reserves the right to withhold or revoke funding if any requirements of the Funding and Services Contract are not being met.
- Applicant must complete the application to become a City Vendor, Revenue Clearance Letter, and Employee Eligibility Affidavit upon award.
- Applicant must obtain insurance, with the city as additional insured, and maintain this insurance for the duration of the project unless approved by KC Water.
- All applicants must apply for or currently possess a Certificate of Good Standing from the Missouri Secretary of State. Information on the process can be found at <http://www.sos.mo.gov/business/corporations/generalInfo>

## Pre-Proposal Meeting

A pre-proposal conference will be held on **March 12, 2021** at **10:00 a.m. virtually** with KC Water. The meeting can be accessed via Microsoft Teams. The link will be posted on the KC Water website. Attendance at the pre-proposal conference is not mandatory, but is highly encouraged for all submitting Grantees. All those wishing to attend can find notice of meeting location on our website:

<https://www.kcwater.us/education/water-quality-grants/>

Or on the following link:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_M2M5Y2UyYmEtODgyMC00Nzg1LTgxMDQtNTI4MjdjNmIzYWYy%40thread.v2/0?context=%7b%22Tid%22%3a%22ec240911-5979-4419-a8ec-c808b076019b%22%2c%22Oid%22%3a%22438f3209-02ef-4858-8106-d6c354cd88d4%22%2c%22IsBroadcastMeeting%22%3atrue%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2M5Y2UyYmEtODgyMC00Nzg1LTgxMDQtNTI4MjdjNmIzYWYy%40thread.v2/0?context=%7b%22Tid%22%3a%22ec240911-5979-4419-a8ec-c808b076019b%22%2c%22Oid%22%3a%22438f3209-02ef-4858-8106-d6c354cd88d4%22%2c%22IsBroadcastMeeting%22%3atrue%7d)

## Proposal Submission

The proposal submission deadline is **March 29, 2021**. All proposals must be postmarked by, hand-delivered, or electronically submitted by **4:00 p.m.**

The application is included on pages 6-7 of this packet. Proposals must be submitted with a completed application to be considered. A proposed project schedule and budget must be included in a format similar to the examples in the application. Any supplemental information that will be helpful in scoring the proposed project may be attached to the application. The total proposal submission packet should not exceed 15 pages.

The proposal submission must include information for the project's point of contact and the number of non-contract employees employed by the grantee. Communication about the grant will occur mostly through email and a working email address is required for the point of contact. The proposal submission must be signed by an authorized official or designee from the applying organization.

Electronic applications in PDF format are encouraged. Applicants wishing to submit paper applications should submit five (5) copies of the application form and all supporting information. All questions and submissions should be directed to:

Mary Guerra  
KC Water  
4800 E 63<sup>rd</sup> Street  
Kansas City, MO, 64130  
[Mary.Guerra@kcmo.org](mailto:Mary.Guerra@kcmo.org)  
816-513-0582



# KANSAS CITY WATER SERVICES

## OVERFLOW CONTROL PROGRAM

### 2021 Water Quality Grant Application Form

Read through the RFP carefully before completing the application form. Incomplete applications will not be accepted. Responses to the numbered questions below should be included as an attached packet of not more than 15 pages. Feel free to add additional information not requested below if you feel it is necessary to adequately describe your project. Project budgets may be included as a Microsoft Excel file or placed in a table, but must be similar in format to the example included with this form.

Project/Program Title: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

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

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

Funding Requested: \_\_\_\_\_ Total Project/Program Cost: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Waterway(s) Affected: \_\_\_\_\_

- 1) **Organization and Partnerships:** Describe your organization, its mission, and why water quality protection is important to your organization. Describe the role of your organization in the proposed project/program. List any partner organizations that will be participating in the project/program and their role.
- 2) **Project Description:** Explain the proposed project or program in detail including a location map if applicable. Include information on how the project will protect, enhance, or educate on water quality issues in Kansas City. If your project/program will

require the use of volunteers, describe how many will be needed and how they will be recruited and trained. If your project includes the installation of green infrastructure or BMPs, you must include a maintenance plan in your project description.

- 3) **Evaluation and Measurable Outcomes:** How do you plan on measuring the success of the project/program? List any measurements you plan on taking and the frequency at which they will be taken. Explain your process for evaluating and record keeping of those measurements. If your project/program is subjective or educationally based, do you have a system of measurement in place other than the number of participants?
- 4) **Budget and Schedule:** Propose a budget and schedule for the project/program including all significant milestones. Example schedule and budget can be found on page 8 of this application.
- 5) **Supplemental Items:** Include any supplemental information that could be useful in evaluating your project/program. This could include examples of similar projects completed, letters of support, example studies from the project area, etc.

I certify that all information provided in this grant application is complete and true to the best of my knowledge and that I am duly authorized to submit this application on behalf of my organization and partner group(s).

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Title

For questions on completing this grant application, please contact Mary Guerra at 816-513-0582.

Deliver or mail five (5) copies of the completed packet to 4800 E. 63<sup>rd</sup> Street, Kansas City, MO 64130 or email to [Mary.Guerra@kcmo.org](mailto:Mary.Guerra@kcmo.org) by **March 29, 2021 at 4:00pm**.



### EXAMPLE BUDGET

Expense Type	Organization	Item	Unit Cost	Quantity	Total Cost
<b>Project Task 1 – Town Fork Creek Watershed Festival</b>					
Personnel Hours	Project Manager – XYZ Watershed Group	Event Organizing	\$35.00/hr	20 hrs	\$700.00
Personnel Hours	Volunteer Coordinator – Friends of TFC	Training Volunteers	\$25.00/hr	4 hrs	\$100.00
Advertising	Copy Company	Event flyers (color)	\$0.15/page	200	\$30.00
Supplies	Copy Company	Passports for attendees	\$0.30/page	500	\$150.00
Rental Equip	Tent Supplier	Tents rental for booths	\$50/tent	20	\$1000.00
Entertainment	Emcee	Fee for performing	\$300/event	1	\$300.00
<b>Project Task 2 – Town Fork Creek Cleanup</b>					
Personnel Hours	Project Manager – XYZ Watershed Group	Event Organizing	\$35.00/hr	10	\$350.00
Supplies	Retail Purchase	Work Gloves	\$6/pair	200	\$1200.00
Supplies	Retail Purchase	Trash Bags	\$5/box	30	\$150.00
Mileage	Volunteers	Mileage to haul off trash	\$0.56/mile	25	\$14.00
Food	Volunteers	Lunch for volunteers	\$3.00/lunch	200	\$600.00
<b>Total Project Budget:</b>					<b>\$4594.00</b>

### EXAMPLE SCHEDULE

Task/Activity	Schedule
Approved Funding and Service Contract (Notice to Proceed)	Approximately February 2021
Event Planning	March – April 2021
Advertise both Events /Coordinate Volunteers	April – May 2021
Hold Watershed Festival	Early June 2021
Additional advertisement for Cleanup (booth at WS Festival)	Early June 2021
Hold Cleanup Event	Late August 2021
Final Report to KC Water	September 2021

## FINAL REPORT TEMPLATE

The purpose of the final report is to summarize your project in a format that can be presented to leadership within the City. When writing a final report, you must do so as if the audience reading that report is not familiar with your organization, its mission, the project that was funded, its outcomes, and the lessons learned from project implementation. The final report should include, at minimum, the following sections:

- 1) Organization Information (Organization name, Person completing report, address, etc.)
- 2) Project Title, Date of Completion, Amount of Grant, Total Project Cost
- 3) Mission of your Organization and how it fits with the Grant Request
- 4) Project Summary (provide a project description, dates of relevant milestones, and digital photos)
- 5) Project Outcomes
  - a. What were the expected outcomes of the project vs the actual outcomes?
  - b. Measurable results of the project
  - c. Method(s) were used to collect data
  - d. Any barriers to completing the project as proposed in your grant application
  - e. Any partnerships or collaborations required to make the project successful
  - f. Brief narrative on how this project impacted the community, City, or watershed
  - g. What could be done to make future projects like this more successful?
- 6) A copy of the expected and actual timelines
- 7) A copy of the expected and actual budget
- 8) Any print or digital advertising done for the project

The final report must be **submitted within 60 days after completion** of your project and should accompany your final project invoice and receipts.

**NON-MUNICIPAL AGENCY  
FUNDING AND SERVICES CONTRACT**

**CONTRACT NO. 22005 – 2021 WATER QUALITY SMALL GRANT PROGRAM**

**WATER SERVICES DEPARTMENT**

THIS CONTRACT is made and entered into between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation by and through its Water Services Department (City), and \_\_\_\_\_ (Grantee), whereby Grantee shall conduct activities in connection with the \_\_\_\_\_ (event) in accordance with the terms and conditions contained in this contract.

**PART I  
SPECIAL CONTRACT TERMS AND CONDITIONS**

**Sec. 1. Term of Contract.** 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 Contractor under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

**Sec. 2. Awarding of Grant Funds.**

**A. Maximum Funding.** The maximum amount that City shall award Grantee under this Contract is \$\_\_\_\_\_, pursuant to the Budget and Scope of Services approved by the City, attached hereto as **Attachment A** and **Attachment B**.

**B. Grantee's Line Item Budget.** Grantee shall submit prior to execution of this Contract a Line Item Budget showing the sources of all resources and expenditures in the performance of services under this Contract and a statement of the proposed use of funds requested from City in a line item format with written justification for each line item. **The Line Item Budget shall be attached as Attachment A hereto.**

**C. Distribution of Funds.** Funding awarded under this Contract will be distributed in the following manner:

- (1) The City may allow, upon application, an advance payment to Grantee upon the effective date of this Contract not to exceed 15% of the Contract amount. The City will not process any further payments to the Grantee without documentation supporting the advance, if any, and indicating how those funds have been used, in addition to the requirements set out below.
- (2) Grantee shall invoice City monthly for actual work performed under this Contract pursuant to the budget approved by the City, attached as Attachment A hereto. Upon approving the invoice, City shall remit

payment. All invoices must meet the conditions outlined in subsection **D. Requests for Reimbursement.**

- (3) A final payment equal to 10% of the grant funding will not be issued until approval of the Grantee's final project report by the City.

**D. Requests for Reimbursement.** It shall be a condition precedent to payment of any invoice from Grantee that Grantee is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. All requests for reimbursement must be supported and accompanied by full documentation of costs incurred by Grantee. Any budget category changes must be approved in advance, by the City, through written amendment to this Contract. Any budget category changes not approved will be disallowed by the City and not reimbursed to the Grantee. No request for payment will be processed unless the request is in proper form, **Attachment E** attached hereto, correctly computed, and is approved as payable under the terms of this Contract.

### **Sec. 3. Responsibilities of Grantee.**

**A. Scope of Services.** Grantee shall perform the following Scope of Services:

- (1) Provide the activity approved at the location approved within the corporate limits of Kansas City, Missouri, and as described in the Grantee's application for funding.
- (2) The activity will not reflect or enhance political parties, candidates, or political office holders.
- (3) All electronic and printed material, radio, television or broadcast used for publicity and advertising must include a credit to the City of Kansas City, Missouri and to the Water Services Water Quality Grant Program as follows: "This project is supported in part by the Kansas City, Missouri Water Services Water Quality Grant Program". Additionally, all electronic and printed material and apparel must include the Water Services logo. The City reserves the right to change the language of the required acknowledgment of Water Services support as well as the right to disallow the use of the logo and acknowledgement of support.
- (4) Grantee will encourage broad-based citizen input and participation.
- (5) Grantee shall submit a copy of the resolution passed by Grantee's Board of Directors authorizing Grantee to enter into a contract.
- (6) In addition to the items listed in Section 3, the Grantee will perform the **Scope of Services listed on Attachment B.**

**B. Submissions.** Grantee shall submit:

- (1) A financial statement within 60 days after the completion of the event/project. The compilation of costs must detail all event/project revenue sources and amounts and related expenditures.
- (2) A final report must be submitted within 60 days after the completion of the event/project describing the activities of the event/project and include, but not limited to, such information as total estimated attendance, the groups involved in planning and the implementation of the event/project, and in-kind contributions. The report shall evaluate and compare Grantee's actual activities to its goals under this Contract. The report shall contain a description of significant problems, if any, experienced by Grantee or its patrons and proposed changes to remedy those problems and/or conditions contributing to a failure to achieve the goals. The report should state accomplishments, problems, and/or conditions contributing to a failure to achieve goals and proposed changes to correct such failures if future funding is to be considered.

C. Grantee shall cooperate with all monitoring and evaluation of activities conducted directly or through the contract by the City relative to activities described herein and bound by this Contract including, but not limited to, providing full access to the project site, at no cost to the City, and providing programmatic and fiscal records to an authorized representatives of the City.

**D. FAILURE TO SUBMIT THE REQUIRED REPORT AND REQUESTS FOR REIMBURSEMENT WITH DOCUMENTATION OF APPROVED EXPENSES TIMELY WILL RENDER GRANTEE INELIGIBLE TO RECEIVE GRANT FUNDS FOR A PERIOD OF ONE YEAR.**

**Sec. 4. Notices.** All notices required by this Contract shall be in writing sent to the following:

City:

Kansas City Water Services

Attn: Mary Guerra, Water Quality Education and Outreach Coordinator

4800 E. 63<sup>rd</sup> Street, Kansas City, MO 64130

Phone: (816) 513-0582

Email Address: mary.guerra@kcmo.org

Grantee: \_\_\_\_\_  
Grantee's Legal Name: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

All notices are effective when a) 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. 5. Merger.** This Contract consists of Part I, Special Contract 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 Grantee with respect to this subject matter.

**Sec. 6. Conflict Between Contract Parts.** In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

**Sec. 7. Insurance.**

A. Grantee 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, Grantee shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Grantee's Self-Insured Retention.

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

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit 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: 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 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance 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 Grantee.

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

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

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

D. Grantee's failure to maintain the required insurance coverage will not relieve Grantee of its contractual obligation to indemnify the City pursuant to Sections 1 and 2 of Part II. If the coverage afforded is cancelled or changed or its renewal is refused, Grantee shall give at least thirty (30) days prior written notice to CITY. In the event of Grantee's failure to maintain the required insurance in effect, City may order Grantee 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 of law.

**Sec. 8. 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 – Line Item Budget**
- ATTACHMENT B – Scope of Services**
- ATTACHMENT C – Employee Eligibility Verification Affidavit**
- ATTACHMENT D – Non-Construction Subcontractors Listing**
- ATTACHMENT E – Non-Construction Application for Payment**

**Sec. 9. Subcontracting.** Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on **Attachment D, “Non-Construction Subcontractor Listing”**.

**Sec. 10. 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.



**THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS**

Business Entity Type:

Missouri Not for Profit Corporation

Kansas Not for Profit Corporation

**GRANTEE**

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

Grantee: \_\_\_\_\_

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

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

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

(Affix Corporate Seal)

**KANSAS CITY, MISSOURI**

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

Title: Director of Water Services

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

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney (Date)

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

**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:

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.

**Sec. 2. Indemnification for Professional Negligence.** If the Contractor is performing professional services pursuant to this contract, 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. 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. 4. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

**Sec. 5. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by

Contractor pursuant to this contract shall become City's property.

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

**Sec. 6. Default and Remedies.** If Contractor shall be in default or any 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. 7. 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. 8. 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. 9. 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. 10. 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. 11. Records and Audit Requirements.**

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. If Contractor or any of Contractor's affiliates receives \$100,000.00 or more in

one year, the following subsections shall apply:

(1) Financial audit by CPA. Contractor shall engage a CPA to conduct an audit or audits. Contractor will require the CPA to promptly furnish the City Manager with a copy of the audit or audits, copies of any management letters, and copies of the Contractor's responses to management letters without the need for a special request. Contractor shall require its auditor to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's auditors; and

(2) Reports of Internal Controls. Contractor shall engage a professional qualified (the Professional) to analyze the agency's internal control structures. Contractor shall require the Professional to promptly furnish the City Manager with a copy of the analysis without the need for a special request. Contractor shall require its Professional to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's Professional; and

(3) Annual Fiscal Report. Contractor shall provide its annual fiscal report to the City no later than six months after the end of the Contractor's fiscal year.

**Sec. 12. 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 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, 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. 13. Tax Compliance.** Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00. If Contractor performs work on a contract that is for a term longer than one 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. 14. Assignability & Subcontracting.**

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

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

not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 15. Conflicts of Interest.**

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

**Sec. 16. 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. 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. 18. Intellectual Property Rights.**

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

have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

**Sec. 19. Contractor's Business Practices.**

A. Contractor shall adopt and use generally accepted accounting principles in Contractor's operations.

B. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase the equipment and materials by competitive bidding whenever required by law or whenever practical. Contractor shall identify, label, protect and release to City at the termination of this Contract, all non-expendable equipment purchased with funds provided under this Contract.

**Sec. 20. Contract Authorization.** Any contract for an amount over \$300,000 requires City Council or Park Board approval. Contractor shall submit a copy of the resolution passed by Contractor's board of directors authorizing Contractor to enter into this Contract or equivalent proof of Contractor's authorization.

**Sec. 21. Prohibited Contracts with Certain Professionals.**

A. For the purposes of this section, the terms "board" or "commission" shall be defined as including the Land Clearance for Redevelopment Authority of Kansas City, Missouri, the Tax Increment Financing Commission of Kansas City, the Port Authority of Kansas City, the Planned Industrial Expansion Authority of Kansas City, the Industrial Development Authority of Kansas City, the Kansas City Maintenance Reserve Corporation, the Kansas City, Missouri Homesteading Authority, the Landmarks Historic Trust Corporation, the Metropolitan Ambulance Services Trust, and the Kansas City Municipal Assistance Corporation.

B. Neither the City Manager, nor any department, board or commission of the City shall contract for professional services with any attorney who, at the time of the issuance of the contract, either in an

individual or firm capacity, represents any party in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal party, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

C. Neither the City Manager, nor any department, board or commission shall contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract, serves as an expert witness for any party in litigation against the City.

**Sec. 22. 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/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).

For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify

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

**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.





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

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

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

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

My Commission expires:

# ATTACHMENT 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: \_\_\_\_\_



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

**ATTACHMENT E**

**Project Number** \_\_\_\_\_  
**Contract Number** \_\_\_\_\_  
**Project Title** \_\_\_\_\_

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

**Design Professional/Contractor:**

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

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unathorized 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
<b>PAYMENT DUE CONTRACTOR (7-8)</b>	[9]	_____	\$0.00

**Instructions to Design Professional/Contractor:**

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

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

**Contractor:**

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

**Kansas City:**

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