



*CREO Document Submittal Project

CREO Document Submittal for Non e-Builder Projects: #1065

Subject: Non-Discrimination & Equal Opportunity Review Document Upload |
Contract 6222080037 | Operation and maintenance of mechanical and plumbing equipment in
the single terminal facility at KCI
Creator: Implementation, e-Builder
Date Created: 10.26.2023 02:46PM
Process Date Due:
Open: Yes

Accepted By:
Current Step: CREO MM All Attachm
Status: Received
Date Due:

Comments

Comment **By:** Artavier Johnson, City of Kansas City, Missouri
10/26/2023 3:18:12 PM

Assigning to Rio Cervantes-Reed.

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Nondiscrimination & Equal Opportunity Review Form**

Date: 10/26/2023
Form Prepared By: J. Ronk

Contract/Project Number: 6213100193	Project Name: Amendment #1 - US Engineering
Developer/Prime: US Engineering	Contact Information: John.Maske@usengineering.com
Final Contract Value: \$7,125,827	Project Manager: Ian Redhead

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

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

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <input checked="" type="checkbox"/>	Ch. 38: <input checked="" type="checkbox"/>
RSMo 213: _____	Title VI: <input checked="" type="checkbox"/>
MWDBE: <input checked="" type="checkbox"/>	Prevailing Wage and Labor Standards: <input checked="" type="checkbox"/>
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: <input checked="" type="checkbox"/>

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: Tenant Reimbursement Amendment

Additional Information:
This 1st Amendment seeks to extend the Scope of Service to include garage HVAC (Attachment A.2) and glycol facility (Attachment A.3) to the original maintenance and operation Agreement #6222080037. The Amendment also updates required Federal language of Part III and adds CREO Civil Rights and Wage Assurances as Attachment H.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: *Rio Cervantes-Reed* Date: 11/2/2023

DocuSigned by: Rio Cervantes-Reed
FEC59457D32E400...

Comments:



**FIRST AMENDMENT TO
FACILITY REPAIR AND MAINTENANCE CONTRACT #6222080037
AVIATION DEPARTMENT**

THIS FIRST AMENDMENT is made and entered into this ____ day of October, 2023 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and U.S. Engineering Service (“Contractor”), whereby the parties desire to amend Contract No. 6222080037 that was entered into on February 8, 2023, as follows:

WHEREAS, City and Contractor have previously entered into a Contract whereby Contractor shall provide operations and maintenance service of mechanical and plumbing systems in the single terminal facility at Kansas City International Airport; and

WHEREAS, City requests maintenance service for parking garage HVAC systems; and

WHEREAS, City requests operation and maintenance service for the Glycol Facility; and

WHEREAS, City requires an update to the Federal Aviation Administration language of Part III - Supplemental Terms and Conditions to All Airport Agreements; and

WHEREAS, City requires the inclusion of CREO Civil Rights Wage Assurances dated March 22, 2023.

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this First Amendment, City and Contractor agree as follows:

Sections/Attachments Amended.

Part I, Section 3.A. Compensation of the Contract is hereby deleted and replaced with the following:

- A. The maximum amount that City shall pay Contractor under this Contract shall not exceed seven million one hundred twenty five thousand eight hundred twenty seven dollars (\$7,125,827) as follows:

Year 1January 3, 2023 - February 29, 2024.....\$2,295,055

Year 2March 1, 2024 - February 28, 2025.....\$2,360,577

(optional) Year 3.....March 1, 2025 - February 28, 2026.....\$2,433,132

(optional) 3-year Performance and Maintenance Bond\$37,063

Contractor shall provide all work at the prices contained in **Attachments A, A.2 and A.3** that is incorporated by reference as if fully set out herein.

Part III – Supplemental Terms and Conditions to All Airport Agreements (122722) of the Contract is hereby deleted and replaced with **Part III – Supplemental Terms and Conditions to All Airport Agreements (102623)**

Attachment A.2 – Additional Scope of Parking HVAC Service dated October 20, 2023 is hereby inserted.

Attachment A.3 – Additional Scope of Glycol Facility Service dated October 19, 2023 is hereby inserted.

Attachment H – CREO Civil Rights and Wage Assurances dated March 22, 2023 is hereby inserted.

Sections/Attachments not Amended.

All other sections and attachments of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment shall become effective _____, 2023. Except as expressly amended, the Agreement dated February 8, 2023, shall remain unchanged and in full force and effect.

CONTRACTOR

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

By: _____

Title: _____

Date: _____

Approved as to form:

Assistant City Attorney (date)

KANSAS CITY, MISSOURI

Justin Meyer (date)
Acting Director of Aviation

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 from which payment is to be made, each sufficient to meet the obligations hereby incurred.

Director of Finance (date)

PART III
SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS (102623)

SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT. Changes in contract performance or source of funding may result in the application of additional provisions. The term Contracting Party for purposes of Part III shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors. The term Company may be used interchangeably with Contractor and may allude to a contracting party for non-property-based grants of authority.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By submitting the proposal that this agreement is based on, the Contractor affirms that the Contractor and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED. The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 4. SCOPE OF WORK LIMITED. This contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

SECTION 5. ACCESS TO RECORDS. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contracting Parties and subcontractors from the bid solicitation period through the completion of the contract.

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination

against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Compliance with Nondiscrimination requirements.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

6. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
7. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
8. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

SECTION 8. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are

breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor.

Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Contractor.

Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP. Reserved.

SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM. Reserved.

SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY. Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Contractor agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Contractor, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

SECTION 13. RESERVATIONS. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference.

The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

SECTION 14. ACCOMMODATIONS. Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Contractor shall insert this requirement in any agreement, contract or other document by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Contractor warrants that no person shall, on the grounds of race, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS. Reserved.

SECTION 16. BREACH OF CONTRACT. Reserved.

SECTION 17. BUY AMERICAN PREFERENCE.

A. BABA. Reserved.

B. Construction Materials. Reserved

SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL. Reserved.

SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS. Reserved.

SECTION 20. COPELAND ANTI-KICKBACK. Reserved.

SECTION 21. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 22. DEBARMENT AND SUSPENSION. Reserved.

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 24. DISTRACTED DRIVING. Reserved.

- SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS.** Reserved.
- SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY.** Reserved.
- SECTION 27. FAIR LABOR STANDARDS ACT.** Reserved.
- SECTION 28. FOREIGN TRADE RESTRICTION.** Reserved.
- SECTION 29. LOBBYING FEDERAL EMPLOYEES.** Reserved.
- SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT.** Reserved.
- SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Reserved.
- SECTION 32. PROHIBITION OF SEGREGATED FACILITIES.** Reserved.
- SECTION 33. RECOVERED MATERIALS.** Reserved.
- SECTION 34. RIGHT TO INVENTIONS.** Reserved.
- SECTION 35. SEISMIC SAFETY.** Reserved.
- SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION.** Reserved.
- SECTION 37. TERMINATION OF CONTRACT.** Reserved.
- SECTION 38. TRADE RESTRICTION.** Reserved.
- SECTION 39. VETERAN'S PREFERENCE.** Reserved.

ATTACHMENTS TO PART I
ATTACHMENT A.2 - ADDITIONAL SCOPE OF PARKING HVAC SERVICE (102023)

Multi-Year Contract Terms and Conditions:

Year 1.....	March 1, 2023 - February 29, 2024.....	\$63,551.00
Year 2.....	March 1, 2024 - February 28, 2025.....	\$67,364.00
Year 3.....	March 1, 2025 - February 28, 2026.....	\$71,405.00

All labor, except for those items included in the inspections, will be billed at 10% off our current street rates for regular or overtime work, as applicable. Our current contract rates are as follows:

Regular Time	\$149.00	per hour Applies 8:00am to 4:30pm, Monday - Friday
Weeknight Overtime.....	\$198.00	per hour Applies 4:30pm to 8:00am, Monday pm - Friday am
Weekend Overtime	\$235.00	per hour Applies 4:30pm Friday - 8:00am Monday & Holidays

As a contract customer, we will extend these rates to you for plumbing service also. We reserve the right to adjust these rates in the future if deemed necessary.

All services will be performed during regular working hours, 7:00am to 4:30pm, Monday through Friday. Emergency service is available 24 hours a day, seven (7) days a week, and you will be given a list of telephone numbers to assist you in obtaining emergency service, should it be required.

Minor repairs recommended by our inspecting serviceman will be discussed with you or your representative, and upon approval, will be made immediately.

Recommended major repairs or alterations will be reviewed by our service supervisor with the inspecting serviceman, and a complete report with estimated costs and potential benefits will be given to you. No work will be done without your prior approval.

Scope of Service:

U.S. Engineering Service, LLC. proposes to provide periodic inspections on the following listed HVAC Units. The proposed inspections will include the following items:

Roof Top Units (Quantity 4)

- Inspect belt alignment, wear, and tension, and adjust, as necessary. (Replace belts 1x per year).
- Provide and replace pre-filters quarterly.
- Provide and replace main filters annually.
- Inspect the above equipment and observe the operation and condition.
- Inspect and lubricate all bearings as required.
- Inspect equipment and chilled water piping and coils for leaks.
- Inspect limit, operating, and safety controls on equipment and control panels. Adjust as necessary.
- Inspect the thermostats and temperature controllers. Adjust, as necessary.
- Inspect the condensate pans and drain lines chemically treat.
- Inspect the evaporator coils, clean as necessary.
- Inspect condenser coils. (Clean coils semiannually).
- Inspect and tighten the electrical connections.
- Inspect the equipment for excessive vibrations.
- Inspect working pressures and temperatures.

Fan Coil Units (Quantity 4)

- Inspect alignment, wear, and adjust, as necessary.
- Replace air filters annually.
- Inspect the above equipment and observe the operation and condition.
- Inspect and lubricate all bearings as required.
- Inspect equipment coils for leaks.
- Inspect limit, operating, and safety controls on equipment and control panels. Adjust as necessary.
- Inspect the thermostats and temperature controllers. Adjust, as necessary.
- Inspect the condensate pans and drain lines chemically treat.
- Inspect the coils on the units.
- Inspect and tighten the electrical connections.
- Inspect the equipment for excessive vibrations.
- Inspect pressures and temperatures.
- Inspect heating operation, clean all components annually.

U.S. Engineering Service, LLC. proposes to provide four (4) periodic inspections per year on the following listed Package Roof Top Units and Annual maintenance on the listed Split System Units.

Split System Units (Quantity 19)

- Inspect the above equipment and observe the operation and condition.
- Inspect equipment and refrigerant piping and coils for leaks.
- Inspect condenser fans and operating / pressure controls.
- Inspect all motor starters and relays for proper operation.
- Inspect limit, operating, and safety controls on equipment and control panels. Adjust as necessary.
- Inspect the thermostats and temperature controllers, adjust, as necessary.
- Inspect the condensate pans and drain lines chemically treat.
- Inspect the condenser coils on the units. (Clean coils semiannually).
- Inspect and tighten the electrical connections.
- Inspect the equipment for excessive vibrations.
- Inspect the refrigerant charge (Log operating conditions) adjust as necessary.
- Inspect the refrigerant pressures and temperatures.
- Meg-ohm test on compressors
- Inspect the refrigerant oil charge (if applicable).
- Inspect all moisture indicators (if applicable).

Exhaust Fans (Quantity 2) EF#1, EF#2

The proposed inspection will include the following items:

- Inspect for unusual noises and vibration.
- Inspect structural elements for corrosion or damage.
- Inspect mounting points for security.
- Inspect guards.
- Inspect wires and starting devices for security or damage.
- Inspect contacts for signs of wear, arching or overheating.
- Measure voltage and amperage to ensure proper operation.
- Inspect motor starter or VFD for proper operation.
- Lubricate all moving parts if applicable.
- Inspect blower wheel or propeller for vibration and proper relationship to guards.
- Inspect pulleys for wear and proper alignment.
- Inspect belt for wear (replace annually)
- Inspect dampers and louvers, clean as needed.

Energy Recovery Ventilator: ERV (Quantity 1)

- Inspect for unusual noises and vibration.
- Inspect structural elements for corrosion or damage.
- Inspect mounting points for security.
- Inspect guards.
- Provide and replace pre-filters quarterly.
- Provide and replace main filters annually.
- Inspect wires and starting devices for security or damage.
- Inspect contacts for signs of wear, arching or overheating.
- Measure voltage and amperage to ensure proper operation.
- Inspect motor starter or VFD for proper operation.
- Lubricate all moving parts if applicable.
- Inspect blower wheel or propeller for vibration and proper relationship to guards.
- Inspect pulleys for wear and proper alignment.
- Inspect belt for wear (replace annually)
- Inspect dampers and louvers, clean as needed.

Infrared Unit Heaters: (Quantity 4)

- Inspect for unusual noises and vibration.
- Inspect structural elements for corrosion or damage.
- Inspect mounting points for security.
- Inspect wires and starting devices for security or damage.
- Inspect contacts for signs of wear, arching or overheating.
- Measure voltage and amperage to ensure proper operation.
- Inspect equipment safety to ensure reliability and function.

Variable Refrigerant Flow Units (VRF) (Quantity 2)

- Inspect the above equipment and observe the operation and condition.
- Inspect equipment and refrigerant piping and coils for leaks.
- Inspect condenser fans and operating / pressure controls.
- Inspect all motor starters and relays for proper operation.
- Inspect limit, operating, and safety controls on equipment and control panels. Adjust as necessary.
- Inspect the thermostats and temperature controllers, adjust, as necessary.
- Inspect the condensate pans and drain lines chemically treat.
- Inspect the condenser coils on the units. (Clean coils semiannually).
- Inspect and tighten the electrical connections.
- Inspect the equipment for excessive vibrations.
- Inspect the refrigerant charge (Log operating conditions) adjust as necessary.
- Inspect the refrigerant pressures and temperatures.
- Meg-ohm test on compressors
- Inspect the refrigerant oil charge (if applicable).
- Inspect all moisture indicators (if applicable)

Domestic Water Booster Pump (Quantity 2)

- Inspect for unusual noises and vibration.
- Inspect structural elements for corrosion or damage.
- Inspect mounting points for security.
- Inspect for system leaks in piping, flange connections, mechanical seal.
- Verify pump shaft seal / packing for proper operation.
- Measure expansion device / tank for proper pressure setting.
- Lube pump bearings (if required)

Domestic Water Heater: (Quantity 1)

- Inspect for unusual noises and vibration.
- Inspect structural elements for corrosion or damage.
- Inspect mounting points for security.
- Inspect wires and thermostatic device for security or damage.
- Inspect contacts for signs of wear, arcing or overheating.
- Measure voltage and amperage to ensure proper operation.
- Inspect equipment safety to ensure reliability and function.

ATTACHMENTS TO PART I
ATTACHMENT A.3 - ADDITIONAL SCOPE OF GLYCOL FACILITY SERVICE (101923)

Multi-Year Contract Terms and Conditions:

Year 1.....	October 1, 2023 - September 31, 2024.....	\$612,250.00
Year 2.....	October 1, 2024 - September 31, 2025.....	\$642,863.00
Year 3.....	October 1, 2025 - February 28, 2026.....	\$628,860.00

(Year three pricing reflects a shortened deicing season that ends on February 28th, 2026)

All operator labor outside of stated hours will be invoiced at preferred contract rates as indicated:

Regular Time	\$111.00/hour	Applies 7:00 am to 3:30 pm, Monday thru Friday
Weeknight Overtime	\$144.00/hour	Applies 3:30 pm to 7:00 am, Monday pm thru Friday
Weekend Overtime	\$178.00/hour	Applies 3:30 pm Friday to 7:00 am Monday, + Holidays

Corrective repair services are available 24 hours a day, seven (7) days a week during October 1 st through March 31st. This is ONLY for the labor component. Any materials needed for repairs are NOT covered under this scope of work.

Contract rates for corrective repair work requiring in person factory support will be invoiced plus travel time to and from site with travel expenses and any required system parts invoiced separately.

All corrective repairs outside of the basic operator’s scope, requiring in-person factory support will be invoiced at the preferred contract rates as indicated below (all system parts and materials will be invoiced separately):

Engineer Regular hours.....	\$188.00 per hour	Applies 7:00 am to 3:30 pm Monday thru Friday
Engineer After hours.....	\$282.00 per hour	Applies 3:30 pm to 7:00 am Monday thru Friday
Engineer Holiday hours.....	\$342.00 per hour	Applies to all Federal Holidays
Programmer Regular hours.....	\$190.00 per hour	Applies 7:00 am to 3:30 pm Monday thru Friday
Programmer After Hours	\$286.00 per hour	Applies 3:30 pm thru 7:00 am Monday thru Friday
Programmer Holiday hours.....	\$381.00 per hour	Applies to all Federal Holidays

Scope of Service:

It is the intent of this scope of work for U.S. Engineering to provide enough capable and qualified teammates to enable the company to operate and maintain the newly constructed glycol facility.

- U.S. Engineering will have a staff of permanent party personnel to operate the facility for the listed hours of coverage. Dates of service are October 1st through March 31st. for year 1 and 2 (10/1/2023 – 9/31/2024, 10/1/2024 – 9/31/2025).
- U.S. Engineering will have a staff of permanent party personnel to operate the facility for the listed hours of coverage. Dates of service are October 1st, 2025 through February 28, 2026.
- For year 1 and 2 (2023 – 2024, 2024 - 2025). Monday - Friday 7:00 AM -3:30 PM (1st Shift)
Monday – Friday 3:00 PM – 11:30 PM (2nd shift) Monday – Friday 11:00 PM – 7:30 AM (3rd shift)
- One pre-season system inspection and start-up.
- One post-season system inspection and shutdown.
- Remote System Support by the manufacture (LAS). As a requirement of this system support proposal, the client must enable and maintain remote system access to allow LAS to remotely diagnose, adjust and repair system issues. Annual cell data fees are included in this proposal.

Annual Pre-Season Maintenance Check and Tuning Action List

- Clean system refractometers, where applicable
- Check system for proper calibration.
- Inspect control panel to ensure integrity of all connections, check fuses, check functionality.
- Inspect pumps and seals.
- Lubricate pumps per maintenance schedule.
- Inspect valves to ensure proper positioning and seal integrity.
- Inspect pressure regulator to ensure proper settings (where applicable)
- Inspect overpressure protection to ensure functionality and proper setting.
- Inspect heaters for proper operation.
- Inspect all exposed cables for damage.
- Inspect load stations for proper operation.
- Inspect all contactors in motor starter panel.
- Inspect variable frequency drives (where applicable)
- Inspect all hoses and connectors for damage.
- Inspect external piping and valves for signs of leakage and or damage.
- Test blending controls to ensure system is tuned.
- Inspect FMS System and SCADA System
- Verify proper operation and calibration of tank telemetry units (where applicable)

Annual Post-Season System Shutdown Action List

- Clean refractometers (where applicable)
- Flush and drain system (where applicable)
- Inspect control panel to ensure integrity of all connections, check fuses, check functionality.
- Inspect pumps and seals.
- Inspect valves to ensure proper positioning and seal integrity.
- Inspect pressure regulator to ensure proper settings.
- Inspect overpressure protection to ensure functionality and proper setting.
- Inspect heaters for proper operation.
- Inspect all exposed cables for damage.
- Inspect load stations for proper operation.
- Inspect all contactors in motor starter panel.
- Inspect variable frequency drives (where applicable)
- Inspect all hoses and connectors for damage.
- Inspect external piping and valves for signs of leakage and or damage.
- Inspect FMS System and SCADA System
- Shut down power sources.
- Provide a comprehensive report on all deficiencies and cost associated with repairs.

Exclusions and Clarifications:

- Purchase of glycol of any kind
- Repair materials of any kind
- IT infrastructure for LAS system monitoring

Unless listed above in the scope of work the exclusion(s) and clarification(s) from contract base remain the same for all approved change orders.

Minor repairs recommended by our inspecting serviceman will be discussed with you or your representative, and upon approval, will be made immediately.

Recommended major repairs or alterations will be reviewed by our service supervisor with the inspecting serviceman, and a complete report with estimated costs and potential benefits will be given to you. No work will be done without your prior approval.

ATTACHMENTS TO PART I
ATTACHMENT H - CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

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 \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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.

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

City has the right to take action as directed by City's Civil Rights and Equal Opportunity 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, cancelled 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.

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

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.