

MASTER SERVICES CONTRACT
CONTRACT NO. EV3934
FORMERLY CONTRACT NO. 22003-2 PROJECT NO. 60XX0012 WATER BILL PRINTING AND MAILING
SERVICES
AMENDMENT 4

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and Doxim Utilities LLC ("CONTRACTOR").

WHEREAS, Contractor and City entered into a services contract for Water Bill Printing and Mailing services.

WHEREAS, City has previously entered into a contract dated March 6, 2024, in the amount of \$1,118,471.52; and

WHEREAS, the City executed a no-cost Amendment No. 1 on May 1, 2024, adding 2 months to the contract's term; and

WHEREAS, the City executed a no-cost Amendment No. 2 on June 14, 2024, adding 1 month to the contract's term; and

WHEREAS, the City previously executed a \$1,536,779.71 Amendment No. 3 for a total contract amount of \$2,655,251.23 to add additional funds and 12 months to the contract's term; and

WHEREAS, the City desires to execute an additional \$109,500.00 Amendment No. 4 for a total contract amount of \$2,764,751.23 to add additional funds and new services to the contract's term; and

WHEREAS, City desires to extend the contract end date to February 28, 2026, to accommodate this new scope.

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 4th Amendment, City and Contractor agree as follows:

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

A. Add the following additional Scope of Services to the Scope of Services-Attachment A:

Attachment A-1: Scope of work (Retail payment services)

a. Ability to accept payments from 3rd party locations.

And

Attachment A-2: Scope of work (Personalized Video services)

b. Ability to use "how to" video functionality via email notifications.

B. Delete and replace the following section(s):

a. Delete Sec. 1, Compensation, Subsection A, and replace with the following Sec. 1, Compensation, Subsection A:

A. The amount the City will pay Contractor under this contract will not exceed \$2,764,751.23. Contractor will be paid on the following basis: By the job, as listed on Attachment A-Scope of work, **Attachment A-1** - Scope of work and **Attachment A-2** - Scope of work.

b. Delete Sec. 6, Term of Contract, and replace with the following Sec. 6, Term of Contract:

Sec. 6. Term of Contract. The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services and shall end February 28, 2026. The Director is authorized to extend the term of this contract and time of performance for this contract.

c. Add the following additional insurance requirement to Part II, Sec. 4:

Sec. 7. Commercial Crime Insurance.

Contractor shall have commercial crime insurance policy with a limit of \$3,000,000.00 per occurrence that includes coverage for employee dishonesty.

d. Add the following Section. 13, Letter of Credit:

Sec. 13. Letter of Credit. To ensure that Contractor is in conformance with Contractor's obligations under this Contract and Contractor remits the weekly deposits received by CONTRACTOR on behalf of the CITY, CONTRACTOR shall provide an "irrevocable letter of credit" (ILC) that names the CITY as beneficiary. The ILC shall, at minimum, be a written commitment by a federally insured financial institution in the amount of \$250,000.00, to be presented by the CITY by written demand should CONTRACTOR fail to timely remit the monthly deposits due under this Contract. The letter of credit shall be unconditional and irrevocable and require no other document other than a written demand by the CITY and presentation of the ILC. The ILC shall be valid for the duration of the Contract, and shall be effective for any additional renewals and transition terms entered into by the parties.

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

Sec. 3. Effectiveness; Date. This amendment will become effective on the date this amendment is signed by the last party.

Sec. 4. Except as expressly modified by this Amendment, all terms of the Contract remain in full force and effect.

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

CONTRACTOR

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

Date: _____

By:

Title:

KANSAS CITY, MISSOURI

Date _____

By:

Title:

Approved as to form:

Assistant City Attorney