



Agenda - Final

Finance, Governance and Public Safety Committee

Katheryn Shields, Chair
Heather Hall, Vice Chair
Ryana Parks-Shaw
Melissa Robinson
Lee Barnes
Kevin McManus

Wednesday, November 9, 2022

10:30 AM

26th Floor, Council Chamber

PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

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

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

Director of Water Services

[220971](#)

Sponsor: Director of the Water Services Department

Authorizing a \$76,000.00 Design Professional Services Contract Amendment No. 2 with Patti Banks Associate, LLC., dba Vireo for the construction oversight of a walking and a bicycle trail along the Blue River from Brush Creek to Stadium Drive, for a total contract amount of \$419,956.25.

Attachments: [394 Amendment 2 Fact Sheet](#)

[394 Approved Goals](#)

[394 Amendment 2 Fiscal Note](#)

Director of the Law Department

[220973](#)

Sponsor: Director of the Law Department

Estimating and appropriating \$522,090.40 in the General Grants Fund; and designating requisitioning authority.

Attachments: [Approp Admin - TMP 2457](#)
[fact sheet-doj](#)
[Fiscal Note TMP 2457](#)

Parks-Shaw, Lucas, McManus, Bough, Hall, Fowler, O'Neill and Bunch
220976 Sponsor: Councilmember Ryana Parks-Shaw and Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to include in the FY23-24 budget a \$500,000.00 appropriation to support of youth employment programming.

Attachments: [NO FACT SHEET PROVIDED FOR 220976](#)

Director of Finance
220977 Sponsor: Director of the Finance Department

Estimating revenue and adjusting appropriations in various funds in connection with the first quarter FY2022-23 budget analysis; and recognizing this ordinance as having an accelerated effective date.

Attachments: [FY 23 1st Qtr 1 - Fact Sheet](#)
[FY 23 1st Qtr - Approp Admin](#)
[FY 23 1st Qtr - Fiscal Note](#)

Lucas and Parks-Shaw
220979 Sponsor(s): Mayor Quinton Lucas and Councilmember Ryana Parks-Shaw

Funding the Kansas City Extreme Weather Program in an amount up to \$1,300,000.00 from previously appropriated funds; authorizing the City Manager to execute contracts not exceeding the amounts previously appropriated for this purpose; and directing the City Manager to provide reports back to the City Council regarding expenditures.

Attachments: [Extreme Weather Program Fiscal Note](#)
[NO FACT SHEET PROVIDED FOR 220979](#)

Robinson
220980 Sponsor: Councilmember Melissa Robinson

Authorizing an application to the Missouri Development Finance Board for the authorization of state tax credits in the amount not to exceed \$500,000.00 to support Thank You Walt Disney, Inc.; and authorizing the City Manager's Office to execute a tax credit agreement with the Missouri Development Finance Board in connection with the tax credits.

Attachments: [Thank you Walt Disney Fact Sheet - revised](#)

Robinson and Ellington

[220981](#) Sponsor(s): Councilmembers Melissa Robinson and Brandon Ellington

Reducing the Contingent Appropriation by \$175,000.00 in the General Fund; appropriating the amount of \$175,000.00 to the Neighborhood Initiatives account; and authorizing the Director of Neighborhoods Services Department to enter into a \$175,000.00 agreement with the Ivanhoe Neighborhood Council for management, operation, and implementation of the Ivanhoe's Strategic Plan.

Attachments: [Fiscal Note 220981](#)

[NO FACT SHEET PROVIDED FOR 220981](#)

Director of the Law Department

[220975](#) Sponsor: Director of the Law Department

Approving and authorizing settlement of a claim by Worcester Investments LLC, Claim No. T2122-1051A.

Attachments: [2461-fact sheet](#)

[2461-fiscal note](#)

HELD IN COMMITTEE

[220912](#) Sponsor: General Services Department and Conventions and Entertainment Facilities

Authorizing the Manager of Procurement Services to exceed the \$400,000.00 Section 3-41(a)(2) Ordinance threshold for a one year term contract with the Aramark Sports and Entertainment Services, LLC to provide cleaning and event setup services in the Convention and Entertainment Facilities; and authorizing the Manager of Procurement Services to amend the contract and exercise five one-year renewal options.

Attachments: [Aramark EV2852 Ord Fact Sheet 091422](#)

[Aramark Setup Support Fiscal Note 9-22-2022](#)

[EV2852 Aramark Final 021522.docx](#)

[Ordinance 220912-Docket Memo EV2852](#)

Director of Aviation

[220920](#) Sponsor: Director of Aviation Department

Authorizing Change Order No. 5 in the amount of \$278,847.00 with Citadel Electric Group for the 62200529 - DT - Airfield and Landside Design Project; for

a final contract amount of \$1,507,602.00 and authorizing the Director of Aviation to expend \$278,847.00 to satisfy the costs of the contract from previously appropriated funds.

Attachments: [220920 Fact Sheet](#)
[220920 Fiscal Note](#)
[62200529 Construction Change Order No 5-R1 \(signed\)](#)
[FACT SHEET - Revision](#)
[Fiscal Note - Revision](#)
[revised change order](#)
[revised fact sheet](#)
[Ordinance](#)
[revised fiscal note](#)

Director of Finance

[220937](#)

Sponsor: Director of Finance Department

Adopting the 2024-2028 Citywide Business Plan including City Goals, the Financial Strategic Plan, and the Balanced Scenario of the Five-Year Planning Model; and directing the City Manager to align departmental strategic plans and business plans to the Citywide Business Plan.

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

ADDITIONAL BUSINESS

Staff from the Finance Department will present the following:

- a. FY2021-22 Year End Cash Basis Financial Report
- b. FY2022-23 July 31, 2022 Monthly Financial Report and 1st Quarterly Analysis

1. There may be an additional general discussion regarding current Finance, Governance, and Public Safety Committee issues.

2. Those who wish to comment on proposed ordinances can provide testimony to public.testimony@kcmo.org.

Comments received will be distributed to the committee and added to the public record by the clerk. The city provides several ways for residents to watch City Council meetings:

- Livestream on the city's website at www.kcmo.gov
- Livestream on the city's YouTube channel at

<https://www.youtube.com/watch?v=3hOublg4fok>

Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City), and Google Fiber on Channel 142.

• To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section:

http://kansascity.granicus.com/ViewPublisher.php?view_id=2

Closed Session

Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;

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

The City Clerk's Office now has equipment for the hearing impaired for every meeting. To check out the equipment, please see the secretary for each committee. Be prepared to leave your Driver's License or State issued Identification Card with the secretary, and she / He will give you the equipment. The City Clerk's Office will return your license upon returning the equipment

Adjournment



File #: 220971

ORDINANCE NO. 220971

Sponsor: Director of the Water Services Department

Authorizing a \$76,000.00 Design Professional Services Contract Amendment No. 2 with Patti Banks Associate, LLC., dba Vireo for the construction oversight of a walking and a bicycle trail along the Blue River from Brush Creek to Stadium Drive, for a total contract amount of \$419,956.25.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Water Services Department is authorized to execute a Design Professional Services Contract Amendment No. 2 to Contract No. 394 in the amount of \$76,000.00, for a total contract amount of \$419,956.25, with Patti Banks Associate, LLC., dba Vireo for the construction oversight of a walking and a bicycle trail along the Blue River from Brush Creek to Stadium Drive project, Project No. 89002847. A copy of the amendment is on file in the office of Water Services.

Section 2. That the Director of the Water Services Department is authorized a maximum expenditure of \$76,000.00 from Account No. AL-3433-808057-B-89002847, 2016 Special Obligation Tax-Exempt Bond, to satisfy the cost of this amendment.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Mark P. Jones
Senior Associate City Attorney

CONTRACT

Ordinance Fact Sheet

Amendment Form



Brief Title
 Authorizing an Amendment No. 2 to a
 Design Professional Service Contract for the
 construction oversight of a walking and a
 bicycle trail along the Blue River from Brush
 Creek to Stadium Drive.

Approval Deadline

Reason
 To authorize execution and expenditures of Design Professional
 Services Contract, Amendment No. 2

Details

Reason for Contract

This proposed ordinance is to approve the Design Professional Contract Amendment No. 2 with Patti Banks Associates, LLC, dba Vireo for the construction oversight of a walking and a bicycle trail along the Blue River from Brush Creek to Stadium Drive. The amendment is needed to cover the additional cost of construction oversight due to delay in construction.

Discussion

Project Justification
 The design professional contract needs to be amended to cover the additional cost of construction oversight due to delay in construction.

Project Description/Contract Summary
 Construction of a 2.3 mile walking and bicycle trail along the Blue River from Brush Creek to Stadium Drive. This trail also services as a maintenance access for the Blue River.

On June 21, 2019, the City executed Contract No. 394 with Patti Banks Associates, LLC, dba Vireo, in the amount of \$343,956.25. The project is to provide construction oversight for the construction of a walking and bicycle trail along the Blue River from Brush Creek to Stadium Drive.

On October 23, 2019, a no-cost Contract Amendment No. 1 was executed to correct the Engineering Fee Summary and Schedule of Position Classifications within the contract.

The Water Services Department intends to execute Amendment No. 2 to add \$76,000.00 to the original contract amount, which will bring the total contract amount to \$419,956.25. The additional money is to provide funding for time on the project for oversight of the construction project and meetings with the contractor and City about the project.

This ordinance is needed as it exceeds the City Council threshold of \$400,000.00.

Contract Cost Summary

Original Contract:	\$343,956.25
Amendment No. 1:	\$0.00
Proposed Amendment No. 2:	\$76,000.00
Total:	\$419,956.25

Roles and Responsibilities

Sponsor	Water Services Department
Department or Programs Affected	Water Services Department
Recommended Awardee	Patti Banks Associates, LLC dba Vireo
Contract Compliance Certification Obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Opponents	Groups or Individuals None known Reason for Opposition
Responsibilities	Design Engineering: N/A Inspections: City Staff Construction or Project Management: City Staff Service Monitoring: City Staff

Policy/Program Impact

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



MBE/WBE/DBE Contract Goals Request

Date: November 13, 2018
 To: Phillip Yelder, Human Relations Department
 From: Amy Bunnell, Water Services Department

Project Number 89002847	Project Name Blue River Trail: Brush Creek to Stadium Drive (Segment B)	
Contract ID Number 394	Estimated Cost: (cost breakdown attached) \$ 343,956.25	Solicitation Date: N/A
Estimated Project Duration: 540 calendar days		

Note: Click the box to select

<input checked="" type="checkbox"/> FICB PREVAILING WAGE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Contract Category:	<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Non-Municipal Agency
	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Lease
	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Facilities Maintenance/Repair	<input type="checkbox"/> Tenant (MBE/WBE)
	<input type="checkbox"/> Other (Enter Type):		<input type="checkbox"/> Concession
Type:	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment No.		
Funding:	<input checked="" type="checkbox"/> City(MBE/WBE) <input type="checkbox"/> Federal (DBE) <input type="checkbox"/> State (DBE)		
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant#	
Construction Workforce Goals: Are the estimated construction labor hours greater than 800 and the estimated cost greater than \$300,000? If yes, complete "Required Crafts" Worksheet and include total number of hours in Description of Work.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Estimated Cost Breakdown attached - Page 2		<input type="checkbox"/> List of Required Crafts attached - Page 3	

Description of work:

Design Professional to perform Construction Management Services (including construction administration, construction observation/inspection, project documentation and closeout) during the construction phase of the project (Construction Contract No. 299).

cc: _____

FOR HUMAN RELATIONS DEPARTMENT USE ONLY:	
<input type="checkbox"/> No Goals are set for this Project; OR	
<input checked="" type="checkbox"/> The following Goals are approved for this Project	15 % MBE 10 % WBE OR _____ % DBE
Human Relations Department	Date: 11/28/18

FOR FAIRNESS IN CONSTRUCTION BOARD USE ONLY²	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> N/A
_____	Date _____

FOR GRANT AGENCY USE ONLY³	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> N/A
_____	Date _____

¹ DBE Programs apply to specific federal or state grant requirements.

² For Projects subject to prevailing wage requirements only.

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

220971

LEGISLATION IN BRIEF:

Authorizing a \$76,000.00 Design Professional Services Contract Amendment No. 2 with Patti Banks Associate, LLC., dba Vireo for the construction oversight of a walking and a bicycle trail along the Blue River from Brush Creek to Stadium Drive, for a total contract amount of \$419,956.25.

What is the purpose of this legislation?

OPERATIONAL

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

Does this legislation spend money?

YES

Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues?

NO

Yes/No

0

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

YES

Yes/No

See Section 04 for five years of ongoing costs (Operational and Maintenance)

Section 00: Notes:

Operations and maintenance cost are not applicable because this is a Design Professional Services contract.

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT

FY 22-23 BUD

FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT

FY 22-23 BUD

FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT
3433	808057	B	89002847

FY 22-23 BUD

FY 23-24 EST

NET IMPACT ON OPERATIONAL BUDGET

76,000

(76,000.00)

-

RESERVE STATUS:

DRAW ON RESERVES

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
3433	PIAC	76,000					
2580							
1000							
1000							
TOTAL REV		76,000	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
1000							
2580							
1000							
1000							
TOTAL EXP		-	-	-	-	-	-

NET Per-YEAR IMPACT

76,000

-

-

-

-

-

NET IMPACT

76,000.00

REVIEWED BY

DATE

User entered field

User select from menu

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File #: 220973

ORDINANCE NO. 220973

Sponsor: Director of the Law Department

Estimating and appropriating \$522,090.40 in the General Grants Fund; and designating requisitioning authority.

WHEREAS, the Bureau of Justice Assistance sought applications for funding to support efforts by state, local, and federally recognized American Indian tribal governments to establish and enhance community courts in their jurisdictions through its FY 2022 Community Courts Initiative; and

WHEREAS, community courts are neighborhood-focused court programs that combine the power of the community and the justice system to address local problems; and

WHEREAS, community courts connect persons committing less serious crimes – often misdemeanor cases – to judicially supervised social services that aim to eradicate root causes of crime; and

WHEREAS, the City of Kansas City submitted an application to receive funding to support the planning and implementation of community courts in Kansas City on June 27, 2022; and

WHEREAS, the City of Kansas City was awarded \$522,090.40 to support its planning and implementation of community courts within the municipality; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Grants Fund is hereby estimated in the following amount:

23-2580-130001-478295-G13EICC22	Early Intervention Comm. Court Grant	\$522,090.40
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Section 2. That the amount of \$522,090.40 is hereby appropriated from the Unappropriated Fund Balance of the General Grants Fund to the following accounts in the General Grants Fund:

23-2580-135703-A-G13EICC22	Early Intervention Comm. Court Grant	\$414,297.00
23-2580-135703-B-G13EICC22	Early Intervention Comm. Court Grant	105,666.00
23-2580-135703-C-G13EICC22	Early Intervention Comm. Court Grant	627.40
23-2580-135703-E-G13EICC22	Early Intervention Comm. Court Grant	<u>1,500.00</u>
	TOTAL	\$522,090.40

Section 3. That the City Attorney is hereby designated as requisitioning authority for Account No. 23-2580-135703.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Linda Miller
City Prosecutor

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?		Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use	
		Sponsor(s)	
		Programs, Departments, or Groups Affected	
		Sub-Program in Budget (page #)	
Discussion (including relationship to other Council actions)		Applicants/ Proponents	City Department
			Other
		Staff Recommendation	
		Board or Commission Recommendation	
		Future Impacts	
		Cost of Legislation current Fiscal Year	
		Costs in Future Fiscal Years?	
Citywide Business Plan Goal		Annual Revenue Increase/Decrease	
Citywide Business Plan Objective		Applicable Dates:	
		Prepared by:	
		Date Prepared:	
Citywide Business Plan Strategy		Reviewed by:	
		Date Reviewed	
		Reference Numbers	



File #: 220976

RESOLUTION NO. 220976

Sponsor: Councilmember Ryana Parks-Shaw and Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to include in the FY23-24 budget a \$500,000.00 appropriation to support of youth employment programming.

WHEREAS, youth who participate in youth employment programs experience statistically significant growth in their overall career literacy, career exploration, and networking skills; and

WHEREAS, youth employment programs offer opportunities to help young people, especially disadvantaged youth, gain the financial knowledge, skills, and access to resources necessary to effectively manage finances through adulthood; and

WHEREAS, successful youth employment programs are built on partnerships between the private sector, nonprofit organizations, government agencies, and others, each bringing needs and complementary resources to the partnership; and

WHEREAS, appropriating funds to support youth employment programs, and specifically paid employment opportunities, in the City of Kansas City serves a public purpose and constitutes an investment in the next generation of Kansas Citians; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

That the City Manager is directed to include in the FY23-24 budget a \$500,000.00 appropriation to support youth employment programming.

..end

**NO
FACT
SHEET
PROVIDED
FOR
RESOLUTION
220976**



File #: 220977

ORDINANCE NO. 220977

Sponsor: Director of the Finance Department

Estimating revenue and adjusting appropriations in various funds in connection with the first quarter FY2022-23 budget analysis; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the Office of Management and Budget conducted a first quarter review of expenditures and revenues and has identified estimated budgetary adjustments needed; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the sum of \$1,250,000.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund in the following accounts:

23-1000-121100-B	Office of Management and Budget	\$ 500,000.00
23-1000-129998-X-902170	Transfer to the Performing Arts Garage Fund	50,000.00
23-1000-122533-B	TIF Reimbursement – Chouteau I-35	<u>700,000.00</u>
	TOTAL	\$1,250,000.00

Section 2. That the revenue estimate in the following account of the Performing Arts Garage Fund is hereby increased by the following amount:

23-2170-120000-X-501000	Transfer from the General Fund	\$ 50,000.00
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Section 3. That the sum of \$50,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Performing Arts Garage Fund to the following account:

23-2170-129245-B	Performing Arts CID	\$ 50,000.00
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Section 4. That the revenue estimate in the following account of the Convention and Tourism Fund is hereby increased in the following amount:

23-2360-120000-451300	Hotel/Motel Tax	\$1,900,000.00
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Section 5. That the sum of \$1,900,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Convention and Tourism Fund in the following accounts:

23-2360-101112-B	NFL Draft	\$1,900,000.00
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Section 6. That the Director of Finance is hereby designated as requisitioning authority for the Account Nos. 23-1000-122533, 23-2170-129245, 23-1000-121100, and the City Manager is hereby designated requisitioning authority for Account No. 23-2360-101112.

Section 7. That this ordinance is recognized as having an accelerated effective date within the provisions of Section 503 of the City Charter in that it appropriates money and provides the expenses of City government and shall take effect in accordance with that section.

..end

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

Tammy L. Queen
Director of Finance

Approved to form.

Chivonne Scott
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:																											
		Approval Deadline:																											
LEGISLATION IN BRIEF: Estimating revenue and adjusting appropriations in various funds in connection with the first quarter FY2022-23 budget analysis; and recognizing this ordinance as having an accelerated effective date.																													
What is the reason for this legislation? To make the identified estimated budgetary adjustments needed based on the Office of Management and Budget's first quarter analysis for Fiscal Year 2023.	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="786 352 1474 394">Fact Sheet Color Codes</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="786 394 1474 430">User Entered Field</td> </tr> <tr> <td colspan="2" data-bbox="786 430 1474 466">User Select From Menu</td> </tr> <tr> <td colspan="2" data-bbox="786 466 1474 501">For OMB Use</td> </tr> <tr> <td colspan="2" data-bbox="786 501 1474 537">Sponsor(s)</td> </tr> <tr> <td colspan="2" data-bbox="786 537 1474 636">Finance Department</td> </tr> <tr> <td colspan="2" data-bbox="786 636 1474 672">Programs, Departments, or Groups Affected</td> </tr> <tr> <td colspan="2" data-bbox="786 672 1474 743">Finance Department</td> </tr> <tr> <td colspan="2" data-bbox="786 743 1474 779">Sub-Program in Budget (page #)</td> </tr> <tr> <td data-bbox="786 779 1066 961" rowspan="3">Applicants/ Proponents</td> <td data-bbox="1066 779 1474 850">City Department</td> </tr> <tr> <td data-bbox="1066 850 1474 921">Other</td> </tr> <tr> <td data-bbox="1066 921 1474 961"></td> </tr> <tr> <td data-bbox="786 961 1066 997">Staff Recommendation</td> <td data-bbox="1066 961 1474 997">For</td> </tr> <tr> <td data-bbox="786 997 1066 1075">Board or Commission Recommendation</td> <td data-bbox="1066 997 1474 1075">N/A</td> </tr> </tbody> </table>			Fact Sheet Color Codes		User Entered Field		User Select From Menu		For OMB Use		Sponsor(s)		Finance Department		Programs, Departments, or Groups Affected		Finance Department		Sub-Program in Budget (page #)		Applicants/ Proponents	City Department	Other		Staff Recommendation	For	Board or Commission Recommendation	N/A
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This ordinance appropriates \$500,000 to fund the implementation of Priority Based Budgeting, \$50,000 for a transfer from the General Fund to the Performing Arts Garage Fund for a supplemental payment and \$700,000 to provide to the TIF Commission for the I-35 Chouteau TIF - all from the General Fund unappropriated fund balance. It also appropriates a \$1.9 million obligation for the NFL Draft from the Conventions and Tourism Fund unappropriated fund balance.	<table border="1"> <tbody> <tr> <td data-bbox="786 1213 1066 1285">Cost of Legislation current Fiscal Year</td> <td data-bbox="1066 1213 1474 1285"></td> </tr> <tr> <td data-bbox="786 1285 1066 1354">Costs in Future Fiscal Years?</td> <td data-bbox="1066 1285 1474 1354">No</td> </tr> <tr> <td data-bbox="786 1354 1066 1425">Annual Revenue Increase/Decrease</td> <td data-bbox="1066 1354 1474 1425"></td> </tr> </tbody> </table>			Cost of Legislation current Fiscal Year		Costs in Future Fiscal Years?	No	Annual Revenue Increase/Decrease																					
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Citywide Business Plan Goal	Applicable Dates:																												
Citywide Business Plan Objective	Prepared by: Robyn Cottin																												
Citywide Business Plan Strategy	Date Prepared: 10/31/22																												
	Reviewed by:																												
	Date Reviewed																												
	Reference Numbers																												

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	220977
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LEGISLATION IN BRIEF:

Estimating revenue and adjusting appropriations in various funds in connection with the first quarter FY2022-23 budget analysis; and recognizing this ordinance as having an accelerated effective date

What is the purpose of this legislation? OPERATIONAL

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

Does this legislation spend money? Yes/No
See Section 00: " Notes" Below

Does this legislation estimate new Revenues? Yes/No
See Section 02 for new revenue estimates

Does this Legislation Increase Appropriations? Yes/No
See Section 03 for increases in appropriations

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

Section 00: Notes:

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
2170	120000	501000		50,000.00	
2360	120000	451300		1,900,000.00	

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
1000	121100	B		\$ 500,000.00	
2360	101112	B		\$ 1,900,000.00	
1000	129998	X		\$ 50,000.00	
1000	122533	B		\$ 700,000.00	
2170	129245	B		\$ 50,000.00	
				3,200,000.00	-

RESERVE STATUS: **REVENUE SUPPORTED**

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
2170	Performing Arts Garage	50,000						
2360	Conventions and Tourism	1,900,000						
TOTAL REV		1,950,000	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
1000	General Fund	1,250,000						
2170	Performing Arts Garage	50,000						
2360	Conventions and Tourism	1,900,000						
2585	American Rescure Plan							
TOTAL EXP		3,200,000	-	-	-	-	-	-

NET Per-YEAR IMPACT (1,250,000)

NET IMPACT (SIX YEARS) **(1,250,000.00)**

REVIEWED BY Theresa Danielsen DATE 11/7/2022



File #: 220979

ORDINANCE NO. 220979

Sponsor(s): Mayor Quinton Lucas and Councilmember Ryana Parks-Shaw

Funding the Kansas City Extreme Weather Program in an amount up to \$1,300,000.00 from previously appropriated funds; authorizing the City Manager to execute contracts not exceeding the amounts previously appropriated for this purpose; and directing the City Manager to provide reports back to the City Council regarding expenditures.

WHEREAS, the City allocated funds for houseless population services from ARP funds over the last two years, in Ordinance Nos. 210432, 210629 and 210990; and

WHEREAS, the funding previously appropriated by those ordinances is sufficient to pay for the anticipated \$1,300,000.00 cost of the Extreme Weather Program in 2022-2023; and

WHEREAS, augmenting houseless services to ensure full wraparound services, supplies, street outreach, sheltering and additional assistive services are deployed during extreme weather is an important priority of the Mayor and City Council; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Kansas City Extreme Weather Plan for 2022-2023 shall be funded with previously appropriated funds in Account No. 23-1000-552037-B, up to \$1,300,000.00.

Section 2. The City Manager is hereby directed to negotiate and execute contracts consistent with this ordinance and not exceeding amounts previously appropriated for this purpose.

Section 3. That the City Manager is hereby directed to submit reports to the City Council regarding expenditures made pursuant to this ordinance.

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise

unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Joseph Guarino
Senior Associate City Attorney

**NO
FACT SHEET
PROVIDED
FOR
RESOLUTION
220979**



File #: 220980

ORDINANCE NO. 220980

Sponsor: Councilmember Melissa Robinson

Authorizing an application to the Missouri Development Finance Board for the authorization of state tax credits in the amount not to exceed \$500,000.00 to support Thank You Walt Disney, Inc.; and authorizing the City Manager's Office to execute a tax credit agreement with the Missouri Development Finance Board in connection with the tax credits.

WHEREAS, McConahay Building is located at 1121 E. 31st Street, Kansas City, Missouri, in the 3rd Council District; and

WHEREAS, in 1922, an ambitious animator by the name of Walt Disney started his first professional studio named Laugh-O-Gram Studios in the McConahay Building; and

WHEREAS, some of the world's most renowned animators including Ub Iwerks, Walt Disney, Rudy Ising, and others honed their animation skills and learned to be entrepreneurs at this building; and

WHEREAS, the McConahay Building has fallen into disrepair and has been acquired by Thank You Walt Disney, Inc., a non-profit corporation, which has patiently and painstakingly restored the structure and advocated for its preservation; and

WHEREAS, Thank You Walt Disney, Inc., has made plans to restore the building to provide a state-of-the art facility for training and instruction in the fast growing sector of digital media, to create coworking space, to provide a theater for film development, exhibition of films and lectures, and to celebrate Kansas City, Missouri's role as the cradle of Hollywood animation; and

WHEREAS, the facility is located in historically disadvantaged neighborhoods in Kansas City; and

WHEREAS, Thank You Walt Disney has secured over \$1.1 million and support provided by the Tax Credit for Cash Contribution program administered by the Missouri Development Finance Board will allow for the completion of this project; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council authorizes the City Manager to submit an application to the Missouri Development Finance Board (“MDFB”) in the amount of \$500,000.00 for tax credits under the Contribution for Tax Credit program to assist in fundraising and financing for the Thank You Walt Disney Project.

Section 2. That the Council authorizes the City Manager to execute a tax credit agreement with the MDFB for the issuance of tax credits by the MDFB in the amount of \$1,000,000.00. Such agreement is approved in such form as the City Manager shall determine to be appropriate for the purposes contemplated by this ordinance.

Section 3. That the Council finds and determines that the Project will significantly benefit the City and the State, the benefits derived by the State are expected to exceed the benefits provided in the tax credit agreement, and the Project would not proceed without the assistance provided by the MDFB.

Approved as to form and legality:

Emalea Black
Assistant City Attorney



File #: 220981

ORDINANCE NO. 220981

Sponsor(s): Councilmembers Melissa Robinson and Brandon Ellington

Reducing the Contingent Appropriation by \$175,000.00 in the General Fund; appropriating the amount of \$175,000.00 to the Neighborhood Initiatives account; and authorizing the Director of Neighborhoods Services Department to enter into a \$175,000.00 agreement with the Ivanhoe Neighborhood Council for management, operation, and implementation of the Ivanhoe’s Strategic Plan.

WHEREAS, Ivanhoe is often considered one of Kansas City’s most dynamic examples of sustained progress as a successful neighborhood association and community development corporation; and

WHEREAS, the INC is a 501(c)(3) organization with a mission to build a “clean, beautiful, safe, and thriving neighborhood”; and

WHEREAS, the INC is facing severe economic challenges that will prevent it from achieving its goals to change lives and revitalize the community including economic development, cleanliness, capacity building, housing, jobs, beautification, enrichment activities and improvement initiatives for families, youth and senior citizens; and

WHEREAS, without immediate financial support, INC will not be able to continue operations jeopardizing its ability to meet Community Development Block Grant obligations and preventing it from continuing to build staff capacity and to foster a high level of resident engagement in decision-making and program participation; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the appropriation in the following account of the General Fund is reduced by the following amount:

23-1000-179990-B	Contingent Appropriation	\$175,000.00
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Section 2. That the sum of \$175,000.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund to the following account in the General Fund:

23-1000-572349-B	Neighborhood Initiatives	\$175,000.00
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Section 3. That the Director of Neighborhoods Services Department is hereby authorized to execute an agreement with the Ivanhoe Neighborhood Council, in the amount of \$175,000.00 to provide funds for the management, operation, and implementation of the Ivanhoe's Strategic Plan.

Section 4. That the Director of Neighborhoods Services Department is designated as requisitioning authority for Account No. 23-1000-572349-B.

..end

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

Tammy Queen
Director of Finance

Approved as to form:

Nelson Munoz
Deputy City Attorney

NO
FACT SHEET
PROVIDED
FOR
RESOLUTION
220981



File #: 220975

ORDINANCE NO. 220975

Sponsor: Director of the Law Department

Approving and authorizing settlement of a claim by Worcester Investments LLC, Claim No. T2122-1051A.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the payment of the sum of \$64,754.29 from funds previously appropriated to Account No. 23-7010-131523-B, Water-General Liability Claims, in settlement of the claim of Worcester Investments LLC, Claim No. T2122-1051A, as recommended by the City Attorney and the Risk Management Committee, is approved.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Alisa N. Chambers
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	Fact Sheet Color Codes		
	User Entered Field		
	User Select From Menu		
	For OMB Use		
	Sponsor(s)		
	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
	Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department
	Other		
	Staff Recommendation		
	Board or Commission Recommendation		
	Future Impacts		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
	Annual Revenue Increase/Decrease		
	Applicable Dates:		
Prepared by:			
Date Prepared:			
Reviewed by:			
Date Reviewed			
Reference Numbers			
Citywide Business Plan Goal			
Citywide Business Plan Objective			
Citywide Business Plan Strategy			

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	220975
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LEGISLATION IN BRIEF:

Approving and authorizing settlement of a claim by Worcester Investments LLC, Claim No. T2122-1051A.

What is the purpose of this legislation? OPERATIONAL

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

Does this legislation spend money? <i>See Sections 01, 02 and 03 for sources of funding</i>	YES	Yes/No
Does this legislation estimate new Revenues? 0	NO	Yes/No
Does this Legislation Increase Appropriations?	NO	Yes/No
Are costs associated with this legislation ongoing (Yes)? Or one-time (No) <i>See Section 00: " Notes" Below</i>	NO	Yes/No

Section 00: Notes:

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
7010	131523	618200		64,754.29	

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST

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

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
7010	Water-General Liability	64,754						
TOTAL EXP		64,754	-	-	-	-	-	-

NET Per-YEAR IMPACT		(64,754)	-	-	-	-	-	-
NET IMPACT (SIX YEARS)		(64,754.29)						

REVIEWED BY DATE 11/7/2022

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Calculated Field



File #: 220912

ORDINANCE NO. 220912

Sponsor: General Services Department and Conventions and Entertainment Facilities

Authorizing the Manager of Procurement Services to exceed the \$400,000.00 Section 3-41(a)(2) Ordinance threshold for a one year term contract with the Aramark Sports and Entertainment Services, LLC to provide cleaning and event setup services in the Convention and Entertainment Facilities; and authorizing the Manager of Procurement Services to amend the contract and exercise five one-year renewal options.

WHEREAS, Section 3-41(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into contracts that may exceed \$400,000.00 for services; and

WHEREAS, the Convention and Entertainment Facilities Department estimates it will spend \$1,200,000.00 in Fiscal Year 2022-2023; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is hereby authorized to exceed the \$400,000.00 Section 3-41(a)(2) ordinance threshold for a one year term and supply contract with Aramark Sports and Entertainment Services, LLC, to provide cleaning and event setup services in the Convention and Entertainment Facilities.

Section 2. That the Manager of Procurement Services is hereby authorized to amend the contract and exercise up to five additional one-year renewals of the contract without additional City Council authorization.
..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy Queen
Director of Finance

Approved as to form and legality:

Jim Brady
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	220912	
		Approval Deadline:		
LEGISLATION IN BRIEF:				
What is the reason for this legislation?		Fact Sheet Color Codes		
		User Entered Field		
		User Select From Menu		
		For OMB Use		
		Sponsor(s)		
		Programs, Departments, or Groups Affected		
		Sub-Program in Budget (page #)		
		Applicants/ Proponents	City Department	
			Other	
		Staff Recommendation		
		Board or Commission Recommendation		
		Future Impacts		
Cost of Legislation current Fiscal Year				
Costs in Future Fiscal Years?				
Annual Revenue Increase/Decrease				
Applicable Dates:				
Prepared by:				
Date Prepared:				
Reviewed by:				
Date Reviewed				
Reference Numbers				
Discussion (including relationship to other Council actions)				
Citywide Business Plan Goal				
Citywide Business Plan Objective				
Citywide Business Plan Strategy				

STANDARD CITY CONTRACT

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

CONTRACT NO.: EV2852

TITLE/DESCRIPTION: Convention Labor and Event Support

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Aramark Sports and Entertainment Services LLC ("CONTRACTOR").

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

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated July 12th 2021 that is incorporated into this Contract by reference;
- (c) CITY's RFP No. EV2852 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A- Scope Of Work

Attachment B- Pricing

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

- (a) **Initial Term.** The initial term of this Contract shall begin on February 4, 2022 and shall end on February 3, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms. Prior to the expiration of each one year term, the CITY will provide a minimum of ninety (90) days written notice to CONTRACTOR of the CITY's decision of whether to renew the Contract for an additional one year period or the CITY's need for CONTRACTOR to work during the Transition Term. If the CITY fails to timely provide CONTRACTOR with ninety (90) days written notice of the CITY's decision, CONTRACTOR will immediately contact CITY and request CITY's decision on the Renewal Term or Transition Term and the CITY shall still have the right to renew the Contract of an additional term.

- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- A. CITY shall pay CONTRACTOR on the following basis: Attachment A: Scope of Work and Attachment B: Pricing.
- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: Attachment B: Pricing.
- C. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.
- D. CONTRACTOR shall be the exclusive provider of staffing for events at the Convention and Entertainment Facilities described herein and CITY may not purchase any services provided by CONTRACTOR from any other business.

Sec. 4. Effective Date of Contract.

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

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY

may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

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

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

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

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

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon ninety (90) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR twenty (20) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY twenty (20) days written notice and opportunity to cure such default or breach.

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

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

Sec. 13. Records.

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

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

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

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

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

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

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

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

If to the CITY: City of Kansas City, Missouri
 Attention: Darrell Everette, CPSM, MBA, CJP, Acting Manager
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W
 Kansas City, Missouri 64106
 Telephone: (816) 513-0798
 Facsimile: (816) 513-1066

With copies to: Matthew J. Gigliotti, Esq.
 City Attorney
 Law Department of Kansas City, Missouri
 414 East 12th Street, 23rd Floor
 Kansas City, Missouri 64106
 Telephone: (816) 513-3153

If to the CONTRACTOR: Aramark Sports and Entertainment Services, LLC
 2400 Market Street
 Philadelphia, PA 19103
 Attention: Vice President, Finance
 Telephone: (215) 238-3251
 Tracy-Katherine@aramark.com

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 - 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify, and hold harmless CITY from and against all third party claims arising out of or resulting from any negligent acts or omissions in connection with this Contract, caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, except to the extent claims arise out of or result from any negligent or other wrongful acts or omissions caused in whole or in part by the CITY. In the event of a good faith dispute between the parties concerning their respective, comparative fault for a third party claim subject to the provision of this paragraph, CONTRACTOR, upon written notice from CITY, shall undertake the defense of such claim notwithstanding such dispute; provide, however, that in doing so, CONTRACTOR shall not relinquish, but shall retain and reserve, its right to seek contribution or other relief from CITY in respect to the CITY's comparative fault in connection with such matter.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. [RESERVED]

Sec. 20. Insurance.

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

- a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent. Aramark reserves the right, at its sole discretion, to use any form of manuscript insurance policy or endorsement that will appropriately cover risks of loss.
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. Any insurance coverage (additional insured or otherwise) that CONTRACTOR provides for the additional insureds shall only cover insured liability assumed by CONTRACTOR in this Contract; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the additional insureds.
 - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
 - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.

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

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. CITY and CONTRACTOR agree that to the extent that they cannot mutually resolve any disagreements as to the meaning of this Contract or an ambiguity in this Contract, the parties shall submit such disagreement and/or ambiguity to a mutually agreed upon arbitrator, the Federal Mediation and Conciliation Service shall be asked to submit a panel of seven (7) from which the arbitrator will be selected by alternate strike-offs. Either party may reject the first panel submitted prior to making any strike-off.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

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

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. CONTRACTOR is authorized to assign the Contract to an affiliate or subsidiary without the CITY's prior written consent, provided the CONTRACTOR shall remain liable for all liabilities and obligations under the Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

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

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

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all 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. 27. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of

CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan, which is attached as **Attachment No. _**. If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Tax Exemption - Federal and State.

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

Sec. 31. Annual Appropriation of Funds.

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

Sec. 32. 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 \$13.75 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 33. 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.

Sec. 34. Limitation of Damages; Non-Recourse. In no event shall either party be liable to the other for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, or goodwill, even if such party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, neither party shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or sustained by such party pursuant to this Contract. In the enforcement of its rights and remedies under this Contract, each of the parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other party and its successors and assigns.

CONTRACTOR

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

Contractor: Aramark
DocuSigned by: _____

By: *Katherine Tracy* _____

Title: 43CE6FCCA4B4419 VP Finance _____

Date: 2/18/2022

APPROVED AS TO FORM

DocuSigned by: _____ 3/4/2022
Jim Brady _____
Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

DocuSigned by: _____
By: *Keely Golden* _____

Title: DA4286E30A55473 Procurement Manager _____

Date: 3/4/2022

ATTACHMENT- A

SCOPE OF SERVICES

1. OVERVIEW

Supply manpower and supervision to KCCEF to assist with the custodial, event setup, event operations, event teardown and all other associated work required in the production of tradeshow, conventions, public events and sporting events.

Provide superior customer service to clients.

The amount of labor will be daily depending upon the event requirements and KCCEF will supply a (12) twelve month forecast and an updated 30 day forecast; 30 days in advance. Adjustments will be made to meet the changing requirements of our clients.

Based on event requirements, staffing may be required on holidays. The following are observe City holidays. New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday following Thanksgiving and Christmas Day.

2. SERVICES TO BE PERFORMED

The following are typical tasks that will be performed by the labor personnel under this contract.

a) Floor Maintenance

When and where furniture or equipment must be moved, no items are to be stacked on top of desks, tables, windowsills, credenzas, or any other furniture subject to damage from such.

Upon completion of service, furniture, furnishing, and equipment shall be returned to original position. Baseboards, walls, stair-risers, furniture, furnishings, and equipment shall not be splashed, disfigured, or damaged during floor maintenance service.

- After sweeping and damp mopping, all floors shall be clean and free of streaks. No dirt shall be left in corners, under furniture, behind doors, or on stair landings or treads.
- Floors shall be properly prepared by thorough sweeping to remove visible dirt, debris, gum, tar, or similar substances. On completion of mopping and scrubbing, floors must be clean and free of dirt, water streaks, mop marks or string. Floors must

be rinsed properly and dry mopped to overall clean appearance, with all surfaces dry, corners and cracks clean. When scrubbing is required, it must be performed by the appropriate machinery or done by hand with a brush.

- Floors must be swept thoroughly and damp mopped as required, using floor polishing machine with synthetic fiber pad and spray equipment containing the proper ratio of water and floor finish or other product recommended for this type of service. Pre-treat needed areas.

b) Floor Finishing

- Floor finishing includes cleaning and applying finish to asphalt, smooth finished concrete, rubber, vinyl, and linoleum, clay, and terrazzo floor surfaces.
- All floors shall be swept thoroughly; gum wads, tar, or other adhesive substances shall be removed.
- A concentrated liquid cleaner solution must be applied by mop and scrubbed with an electric polishing machine with scrub brush or medium grade scrubbing pad to remove all old finish or wax. Stubborn spots must be removed by hand with scouring pad dipped in solution. Corners and other areas the polishing machine cannot reach must be thoroughly cleaned by hand. Care must be exercised so baseboards, wall, and furniture are not splashed or marred. Solution must be removed with mop or water pick-up device and floor rinsed with clean water until all traces of solution are removed. The floor must be allowed to dry after rinsing.
- A minimum of four coats of finish must be applied with sufficient drying time between coats. The last coat must be applied up to, but not touching, baseboard, and other coats to within four inches of baseboard.
- In the case of a delay or more than eight hours between stripping and the final finish, or between coats and the final finish, floor must be cleaned again to remove surface dirt and scuff marks that may have occurred in the interim.

c) Carpets and Rugs

- A vacuum cleaner with working beater bar must be used to clean carpet and rugs of visible debris and dirt. Where applicable, nap shall lie in one direction. Surface should appear clean of debris or dirt.
- Vacuuming must be done first in one direction and then the opposite direction. This process is to remove both soil and residue at base. Carpet or rug must have clean appearance when nap is pushed back to reveal base.
- A blend of a solvent and detergent solution must be used to effectively remove spots. A vacuum-type machine must be used to apply hot cleaning solution and immediately remove it from carpet or rug. Fibers must not be over-wetted and when solution is removed, should feel damp, but not wet. Rug or carpet fibers should have a clean, bright appearance.

- In all carpet and rug maintenance, care must be exercised to prevent damage or marring of furniture, furnishings, equipment, or trim by machinery.

d) Restroom Floor Maintenance

- Special attention must be given to floor areas around urinals and toilets to sanitize and eliminate odors, and removal of stains. When it is necessary to remove stains, floor will be scrubbed by hand utilizing a sanitizing, disinfectant cleaner. When completed, floor must have a clean appearance with no residue of cleaning material.

e) Walls and Surface Maintenance

- Dust must be removed through the use of treated dust cloths or vacuum tools. When doing high cleaning, dust should not be allowed to fall onto furniture and/or equipment below. At completion of task, there must be no dust streaks. Corners, crevices, molding, trim and ledges must be free of dust. No oil spots or smudges must be left from dusting tools or cloths. When inspected, there must be few, if any, traces of dust on any surface.
- Clean, damp cloths or sponges must be used to remove all dirt, spots, streaks, or smudges from walls, glass, or other specified surfaces using a wetting solution with an appropriate cleaning agent. Surfaces must be dried or allowed to dry, as appropriate. Metal polish must be applied and hand polished to provide a suitable luster.
- If simple damp wiping and drying obtain a polished, bright appearance, damp wiping with a suitable cloth may perform bright metal polishing. Where damp wiping does not achieve bright and polished appearance, an appropriate metal polish must be applied and hand polished to a suitable luster.

f) Glass Cleaning

- Routine Cleaning: a glass cleaner must be sprayed on concentrated oil, grease, dirt, grime, and such spots be removed by hand scrubbing. Entire surface then must be sprayed with cleaner and wiped or squeegee dried to a uniform clean appearance.
- Washing: a solution of water and a cleaning agent must be used to thoroughly clean windows. After each washing, all glass must be free of dirt, grime, streaks, excessive moisture, and not be cloudy. Glassware moved for cleaning must be returned to original position. Sashes, sills, woodwork and other surroundings must be wiped free of dust, drippings and watermarks.

g) Porcelain Ware Cleaning

- Routine Fixture Cleaning: drinking fountains, washbasins, urinals, toilets, and other such fixtures made of porcelain or stainless steel must be damp wiped and an

appropriate cleaning agent used when needed and polished dry to a clean, bright appearance. No excess moisture must remain on fixture.

- Thorough Fixture Cleaning: an appropriate cleaning agent must be used on all fixtures to remove all dust, spots, stains, rust, mold, and encrustation. After this process, fixtures must be damp wiped, dried to remove excess moisture, and left clean and bright.
- No spots, drippings, watermarks, cleaning solution marks, or residues are to be left on walls or floors adjacent to fixtures following cleaning.

h) Policing

- Trash Pickup: all trash, including empty bottles and paper debris, must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Thorough Waste Basket Maintenance: basket shall be emptied as required above, and then damp wiped and dried to a clean finish. New liner must be placed in basket after thorough cleaning. No liner should be visible on the exterior of the receptacle. Unless otherwise instructed by KCCEF staff all trash receptacles must remain in their designated "house position".

i) High Cleaning

- Wall Maintenance: high cleaning of walls involves cleaning of area above 72" from the floor. Type of cleaning required must be appropriate to thorough cleaning of type of wall surface and condition of walls in high area.
- Following high cleaning, walls, trim and wall mounted fixtures must be free of dust, grime, smudges and spots. Where dusting is involved, dust must not be allowed to fall from high areas onto surfaces below. Personnel performing high cleaning must observe all applicable safety rules and regulations.
- Routine Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted to remove accumulated dust and grime.

- Thorough Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted and then damp wiped. All dirt, spots, streaks, smudges, oil, and residues must be removed. Upon completion, fixture or vent must have clean appearance.
- Routine Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted and accumulated dirt and grime removed.
- Thorough Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted, damp wiped with an appropriate cleaning agent and dried.

j) Scheduled Frequencies - Daily Typical Requirements

General Instructions: unless otherwise specified by KCCEF, all services listed under Daily Requirements must be performed in applicable areas, except where service of a less frequent nature that provides a more thorough cleaning to be performed.

- Restrooms: sweep and wet mop floor with a disinfectant type cleaner. Damp wipe all commodes, urinals, washbasins, waste receptacles, dispensers, wall surfaces and chromed pipes with a disinfectant type cleaner. Perform routine cleaning of all glass and mirrors. Empty, clean, and disinfect sanitary napkin receptacles, replace soiled bags with new ones, collect soiled bags in separate containers for disposal with flammable trash. Contractor to replenish stock, bags, etc.
- Office Area Cleaning: (i.e., offices, copy or conference rooms, kitchens and adjacent internal corridors) empty wastebaskets and remove trash and recyclables to designated disposal area. Clean washbasins and mirrors, where applicable. Perform dusting and damp wiping, as indicated, for wall and surfaces maintenance, including dusting of horizontal surfaces. Perform routine vacuuming of carpets and rugs, sweeping and damp mopping of all hard surface floors. Perform routine cleaning of glass walls or internal windows in high traffic areas. Perform damp wiping, with a disinfectant cleaner, all telephone mouth and earpieces.
- Escalators: wipe and clean glass and stainless components. Police escalators daily to remove trash, paper dust and debris from the escalators.
- Corridors, staircases and stairwells: police area. Wet mop and scrub hard floors, damp mop and spray buff resilient floors.
- Outside Entrances: police and sweep entrances, landings, steps, and adjacent sidewalk area. When applicable, perform routine cleaning of exterior side of entrance door glass and glass area surrounding entrance.

k) Scheduled Frequencies - Weekly Typical Requirements

General Instructions: department must approve the schedule for performance of once per week tasks. Unless department otherwise specifies, all tasks required under Daily Requirements must be performed, except where the nature of such daily task is replaced under this weekly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- Restroom: perform high cleaning on all walls and surfaces with a disinfectant type cleaner.
- Office Areas: perform damp wiping on all wall and horizontal surface areas within reach. Perform thorough vacuuming of all carpet and rug floors. Wet mop and scrub all resilient floors. Elevators: polish bright metal surfaces in interior of car.

l) Scheduled Frequencies - Monthly Typical Requirements

General Instructions: department must approve the schedule for performance of once per month tasks. Unless department otherwise specifies, all tasks required under Daily or Weekly Requirements must be performed, except where the nature of such daily or weekly task is replaced under this monthly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- Restroom: perform thorough fixture cleaning as described in the Minimum Cleaning Quality Requirement for Porcelain Ware.
- Office Areas: perform high cleaning on all wall and horizontal surface areas. Dust all vertical surfaces and under surfaces, such as desk knee wells, chair rungs, table legs, lampshades. Perform periodic spray buffing on all resilient floors. Perform routine light fixture and vent cleaning. Perform routine office partition and screen cleaning. Spot clean all carpet and rug areas. Bonnet clean all spots.
- Corridors: perform high cleaning on walls. Perform glass washing on full glass areas of entrance doors, glass surrounding entrance doors, and glass areas leading off corridors.

m) Scheduled Frequencies - Quarterly Typical Requirements

General Instructions: Department must approve the schedule for performance on quarterly tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, or monthly requirements must be performed, except where the nature of such daily, weekly, or monthly tasks are replaced under this quarterly schedule or a less frequent schedule by more thorough cleaning tasks for the same purpose.

- Restrooms: damp wipe entire surface area of stall partitions, doorframes, and sills with a disinfectant type cleaner. Wash all waste receptacles with disinfectant.
- Office Areas: perform thorough light fixture and vent cleaning. Perform thorough office partition and screen cleaning. Perform thorough wastebasket maintenance.
- Corridors: sweep, strip, and finish resilient floors in high traffic areas. Perform bright metal polishing on metal door thresholds.

n) Scheduled Frequencies - Semi-Annual Typical Requirements

General Instructions: Department must approve the schedule for performance of semi-annual tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, monthly, or quarterly

requirements must be performed, except the nature of such daily, weekly, monthly, or quarterly tasks replaced under this semi-annual schedule by a more thorough cleaning task for the same purpose.

- All Areas: perform curtains, drapes, cornice boards and blinds cleaning. Sweep, strip, and finish all resilient floors using a solvent paste wax, clean and buff wood floors. Clean all carpet and rug areas.

o) Miscellaneous Requirements

- Some areas will require twice a day cleaning. Such areas are to be mutually agreed upon by Contractor and KCCEF.
- Appropriate finishing must be performed on all floors during the first sixty days of contract commencement, and on a schedule approved by department.
- In instances where restrooms are cleaned during hours in which building occupants are present, male restrooms must be cleaned by males and female restrooms cleaned by females.
- The Contractor's personnel shall report to the KCCEF, through Contractor's representative, any hazardous conditions or items in need of repair observed during work. The Contractor's personnel shall turn off lights when not use, unless otherwise instructed.
- The Contractor's personnel will lock all rooms after cleaning and return keys to Contractor's representative, unless otherwise instructed. The Contractor's personnel shall turn in to Security, through Contractor's representative, any articles found in the building. Contractor's personnel shall report to Security, through Contractor's representative, any suspicious circumstances observed during performance of work, which appears to threaten the security of the building.
- The Contractor's personnel shall report to Security, through Contractor's representative, immediately upon the discovery of the loss of any keys to building areas.

p) Monitoring

- The Department shall furnish the contractor floor plans of the facility with a designation of areas to be cleaned.
- The Contractor may be required to review various monitoring reports with Security, or others assigned to perform monitoring for Security in order to resolve cleaning problems in the facility.

q) Event Cleaning Requirements

The KCCEF requires that the Contractor furnish appropriate staff to perform the cleaning needs before, during and after the hours an event or events are being held at the KCCEF.

The Contractor will be required to furnish adequate staff for the cleaning of the facility during event

hours. KCCEF management, prior to an event, will approve all staffing amounts and schedules.

The minimum requirements for cleaning the facility during an event include, but are not limited to, the following:

- Cleaning of all public restrooms to include maintaining clean mirrors and countertops, maintaining clean urinals and commodes, sweep floors, mop if needed, maintaining stocked paper towel dispensers, soap dispensers, toilet paper dispensers and sanitary dispensers.
- Trash Pickup: all trash, including empty bottles and paper debris must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Mop up spills as needed.

r) Event Setup and Teardown Requirements

The KCCEF requires the Contractor furnish forecast numbers of trained staff to perform setup and tear down of tables, chairs, stage and other event equipment.

3. STAFFING AND TRAINING

- a) All personnel must adhere to the strict uniform and appearance guidelines set forth by the KCCEF.
- b) Personnel assigned to the KCCEF must be able to read, understand and follow the specific orders and event information for the KCCEF. They must be able to communicate effectively both orally and in writing.
- c) Personnel must remain alert and pay attention to their surroundings. In addition to their normal responsibilities they should report safety hazards or conditions requiring repairs to KCCEF management.
- d) All Personnel must be trained and licensed as necessary by Contractor to operate motorized and hand operated equipment before operating any equipment.
- e) All personnel must meet the following requirements:
 - 1) 21 years of age or older;
 - 2) High school graduate or must have obtained a Graduate Equivalency Diploma;
 - 3) Able to speak, understand, read and write the English language sufficiently to

- complete reports stating facts in a clear and concise manner;
- 4) Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted per State licensing requirements;
 - 5) Not have been convicted in any jurisdiction of a Class A misdemeanor during the last five (5) years;
 - 6) Not have any pending, unresolved, or un-adjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
 - 7) Not be required to register in this or any other state as a sex offender;
 - 8) Have no outstanding warrants;
 - 9) Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
 - 10) Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all janitorial services personnel hired shall be drug tested at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense. Any janitorial services personnel or applicant testing positive for drugs shall be dismissed and shall not be permitted to work at the KCCEF;
 - 11) Not have been discharged from the armed services of the United States under other than honorable conditions;
 - 12) Must be able to physically perform the specific requirements of the position to which they are assigned;
 - 13) Trained to perform duties in a complex the size of the KCCEF;
 - 14) Maintain a neat and well-groomed appearance at all times in accordance with Contractor's uniform and grooming policy, which is subject to Director's approval;
 - 15) Have ability to exercise good judgment; and,
 - 16) Have ability to maintain a high level of performance.

4. GENERAL REQUIREMENTS

- (a) Contractor shall comply with all applicable laws and rules of federal, state and local governments.
- (b) Contractor will abide by policies and procedures as set forth by the City. Enforcement of these rules is the responsibility of the on-site supervisor(s).
- (c) The Contractor will be responsible for maintaining exceptional standards of employee work performance, conduct, appearance, and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each employee is expected to adhere to the standards of behavior that reflect favorably on the Contractor and KCCEF.

- (d) Contractor shall supply one supervisor for each shift. This supervisor shall be trained in all aspects of janitorial and event setup management.

5. RESPONSIBILITIES OF CITY

- (a) Provide cleaning equipment and supplies as necessary for operations but in emergency situations may purchase supplies through this contractor.
- (b) City may issue equipment to contractor for use while on duty at the facilities. The cost to replace/repair any damage caused by contractor personnel to such equipment beyond normal wear and/or usage will be the responsibility of the contractor. No equipment will be removed from the property by contractor or its employees and subcontractors.
- (c) Provide event details and schedules for facility.
- (d) Provide office space for supervisors and check-in of contractor's staff.
- (e) Provide parking for supervisor(s).
- (f) City may require removal of any employee or subcontractor for any reason.
- (g) City will provide final manpower schedule 1 week in advance.
- (h) City will provide event schedule list of tasks when it is finalized with the client.

6. USE OF PREMISES

- (a) Contractor shall have no right to use of premises without the authorization of KCCEF.
- (b) All building operation guidelines must be followed at all times.
- (c) Organization shall use premises solely for the transaction of business directly related to the obligation(s) of this agreement.

7. INDEPENDENT CONTRACTOR

Proposer will at all times be considered an independent contractor, and this Agreement with City shall not imply, infer, create or form a partnership, joint venture, or other corporate arrangement with City.

ATTACHMENT- B

Pricing

1. CONTRACTOR shall timely perform all services required by the Contract and CITY shall pay CONTRACTOR an amount equal to the number of hours worked by each job classification by CONTRACTOR based on the chart set forth below:

Year	Supervisor	Laborer	Material Mark Up Rate
Year 1	\$26.96	\$21.75	2.50%
Year 2	\$27.63	\$22.29	2.50%
Year 3	\$28.32	\$22.85	2.50%
Year 4	\$29.03	\$23.42	2.50%
Year 5	\$29.76	\$24.01	2.50%
Year 6	\$30.50	\$24.61	2.50%

Material Mark-Up Rate

2. CONTRACTOR shall be entitled to no other compensation except if there is an emergency situation as set forth in subsection (b).

Example: In Year 1, CONTRACTOR provides 8 laborers and 1 supervisor for an Event. Each of the 8 laborers and the 1 supervisor works 8 hours each including breaks and excluding meal periods that are 30 minutes or longer. CITY shall pay CONTRACTOR as follows for all services performed:

Supervisor Cost: 1 Supervisor X 8 hours X \$26.96 = \$215.68

Laborer Cost: 8 Laborers X 8 hours X \$21.75 = \$1,392.00

Total CITY Cost for the Event: \$1,607.68

CONTRACTOR shall be paid a Mark Up of 2.5% for Material Mark up as set forth in A.1.

3. CONTRACTOR shall be solely responsible for the Direct Costs. All other expenses shall be the responsibility of the CITY. "Direct Costs" shall mean all costs and expenses incurred by Aramark in the provision of the Services, including, but not limited to, the costs related to: payroll and personnel expenses for Aramark's employees assigned to the Facilities (including bonuses and fringe benefits of the type customarily provided by Aramark and its affiliates to its employees, workers' compensation costs and payroll taxes), allocated insurance costs, permitting and licensing fees, sales and similar taxes, the cost to replace/repair any damage caused by Aramark personnel to CITY-owned equipment beyond normal wear and/or usage, required employee uniforms, tools, office supplies, training of staff and management, and any required maintenance, depreciation or amortization of equipment owned by Aramark. Any local trade discounts received by Aramark will be credited by Aramark against cost of supplies, but discounts not exclusively related to Aramark's operation at the Facilities will be retained by Aramark.

If, at any time during the Contract, a change to the Local, State, or Federal Minimum, Living wage or similar minimum wage requirement or introduction of a Collective Bargaining Agreement warrants a material increase in Aramark's wage rates, then Aramark and the City shall mutually agree to adjust the rates accordingly.

(b) CONTRACTOR shall provide cleaning equipment and supplies to the CITY in emergency situations (including meeting the needs of CITY's customers) at the actual cost paid by CONTRACTOR at 2.5% mark-up. .

Inter-Departmental Communication

Date: October 28, 2022

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

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

Subject: Docket Memo #:220912

CONTRACTOR: Aramark Sports & Entertainment
 Address: 301 W. 13th St.
 Kansas City, MO 64105
 Contract # EV2852 – Convention Labor & Event Support
 Contract Amount: \$1,200,000.00
 MBE Goal 15%
 WBE Goal: 15%
 Total MBE Achieved: 15%
 Total WBE Achieved: 15%

MBE SUBCONTRACTORS:
 Name: Miscellaneous Janitorial Services, LLC dba
 Miscellaneous Staffing Services
 Address: 920 Main St., Suite 100-B
 Kansas City, MO 64105
 Scope of Work: Janitorial Services / Event Support
 Dollar Amount: 15%
 Ownership: Crawford, LaTasha
 Structure: African-American Female Code 19

WBE SUBCONTRACTORS:
 Name: A Clean Slate, LLC
 Address: 3200 Wayne Ave., Suite 220
 Kansas City, MO 64109
 Scope of Work: Janitorial Services / Event Support
 Dollar Amount: 15%
 Ownership: Taylor, Carol
 Structure: African-American Female Code 23

Comments:



File #: 220920

ORDINANCE NO. 220920

Sponsor: Director of Aviation Department

Authorizing Change Order No. 5 in the amount of \$278,847.00 with Citadel Electric Group for the 62200529 - DT - Airfield and Landside Design Project; for a final contract amount of \$1,507,602.00 and authorizing the Director of Aviation to expend \$278,847.00 to satisfy the costs of the contract from previously appropriated funds.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute Change Order No. 5 in the amount of \$278,847.00, for a total contract amount of \$1,507,602.0 with Citadel Electric Group for the 62200529 - DT - Airfield and Landside Design Project. A copy of the change order is on file in the office of the Director of Aviation.

Section 2. That the Director of Aviation is hereby authorized to expend an amount not to exceed \$278,847.00 from previously appropriated funds in Account No. 23-8300-627270-B-62200529 to satisfy the cost of Change Order No. 5.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Charlotte Ferns
Senior Associate City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
<p>What is the reason for this legislation?</p> <div style="height: 150px;"></div>	<p style="text-align: center;">Fact Sheet Color Codes</p> <p style="text-align: center;">User Entered Field</p> <p style="text-align: center;">User Select From Menu</p> <p style="text-align: center;">For OMB Use</p>		
	Sponsor(s)		
	Programs, Departments, or Groups Affected		
	Sub-Program in Budget (page #)		
	Applicants/ Proponents	City Department	
Discussion (including relationship to other Council actions)		Other	
	Staff Recommendation		
	Board or Commission Recommendation		
	Future Impacts		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
Citywide Business Plan Goal	Annual Revenue Increase/Decrease		
Citywide Business Plan Objective	Applicable Dates:		
	Prepared by:		
	Date Prepared:		
Citywide Business Plan Strategy	Reviewed by:		
	Date Reviewed		
	Reference Numbers		

LEGISLATIVE FISCAL NOTE	LEGISLATION NUMBER:	220920
--------------------------------	------------------------	--------

LEGISLATION IN BRIEF:

Authorizing Change Order No. 5 in the amount of \$278,847.00 with Citadel Electric Group for the 62200529 - DT - Airfield and Landside Design Project; for a final contract amount of \$1,507,602.00.

What is the purpose of this legislation? CAPITAL

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

Does this legislation spend money? Yes/No

See Sections 01, 02 and 03 for sources of funding

Does this legislation estimate new Revenues? Yes/No

0

Does this Legislation Increase Appropriations? Yes/No

0

Does this legislation expand the scope of city services, or expand the city's infrastructure? Yes/No

Maintenance of existing assets is included in the budget. For details see Section 00: " Notes" Below

Section 00: Notes:

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

FINANCIAL IMPACT OF LEGISLATION

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
8300	627270	611060	62200529	278,847.00	

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
				0.00	

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

FUND	DEPTID	ACCOUNT	PROJECT	FY 22-23 BUD	FY 23-24 EST
				-	

NET IMPACT ON OPERATIONAL BUDGET

RESERVE STATUS:

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

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
		-						
TOTAL REV		-	-	-	-	-	-	-

FUND	FUND NAME	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	All Outyears
8300	Aviation Funds	278,847						
TOTAL EXP		278,847	-	-	-	-	-	-

NET Per-YEAR IMPACT (278,847) - - - - - -

NET IMPACT (SIX YEARS) **(278,847.00)**

REVIEWED BY Sara Hurst DATE 10/21/2022



CHANGE ORDER

Project Number 62200529

Project Title Airfield & Landside Design - 250/300 NW
Richards Road Electrical Upgrade (Bid No. 2)

Change Order No: 5-R1 Date of Issuance: November 3, 2022

Ordinance No: 210710 Ordinance Effective Date: October 3, 2021
Contract Notice To Proceed Date: October 1, 2021

To CONTRACTOR: **CITADEL ELECTRIC GROUP, INC**

The Contract is changed as follows: Provide a new S&C Switch w/Micro switching to feed Hangars 2 & 3 transformers. Current lead time for this equipment is 42 to 44 weeks, contract time will be increased at a later date. Federal Supplementary Provisions are also being added to the contract.

This Change Order constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs, including impact costs and extended general conditions, and markups directly and indirectly attributable to the Work changes ordered herein, for all delays related thereto and for performance of the changes within the time stated. Contractor hereby releases all claims for delay, interruption, extended general conditions, impact and cumulative impact claims for this Work.

See Attached Document(s).

Attachment A - Citadel Proposal - Add S&C Switch w/Micro Switching (19 pages)

Attachment B - Federal Supplementary Provisions (5 pages)

Not valid until signed by the Director of Finance.

The original Contract Price was	<u>\$1,214,435.00</u>
Net change by previously authorized Change Orders	<u>\$14,320.00</u>
The Contract Price prior to this Change Order was	<u>\$1,228,755.00</u>
The Contract Price will be (<input checked="" type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	<u>\$308,174.00</u>
The new Contract Price including this Change Order will be	<u>\$1,536,929.00</u>

The Contract Time will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input checked="" type="checkbox"/> unchanged)	<u>303 calendar days</u>
The date of Substantial Completion as of the date of this Change Order therefore is	<u>July 30, 2022</u>
The date of Final Completion as of the date of this Change Order therefore is	<u>July 30, 2022</u>

Project No. & Title 62200529 Airfield & Landside Design - 250/300 NW Richards Road Electrical Upgrade (Bid No. 2)
 Change Order No. 5-R1

DESIGN PROFESSIONAL: WSP USA 300 Wyandotte Street, Suite 200 Kansas City, MO 64105	By: Dale E. Mueller, P.E.  Title: Senior Project Manager	Date: 11/3/22
CONTRACTOR: Citadel Electric Group, Inc 31710 E Colbern Road Oak Grove, MO 64075	By: Sean DesCombes  Sean DesCombes Title: Project Manager	Date: 11/3/2022
CITY: Kansas City, Missouri Kansas City Aviation Department 601 Brasilia Avenue Kansas City, MO 64153	By: Patrick Klein Title: Director of Aviation	Date:

Approved as to form: _____
 Assistant City Attorney

I certify there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, 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 above obligation.

 Director of Finance _____
 Date

Distribution: CITY CONTRACTOR DESIGN PROFESSIONAL

REMINDER: CONTRACTOR is responsible for considering the effect this Change Order may have on its ability to meet or exceed the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. If CONTRACTOR will not be able to achieve the approved participation amounts in performing the work included within this Change Order, or if CONTRACTOR needs to retain the services of additional D/M/WBEs not previously listed in its CUP, CONTRACTOR is advised to submit a Request for Modification/Substitution.

CITADEL
ELECTRIC GROUP, INC.
 31710 E. Colbern Rd. * Oak Grove, MO 64075

SCOPE / PROPOSAL

October 31, 2022

Attention: **Sam Stallbaumer**
WSP
300 Wyandotte Ave, Suite 200
Kansas City, MO 64105

Regarding: MKC Airfield and Landside Design – Electrical Scope and Proposal
 CCN#06 Rev1 – Added S&C Switch w/Micro Switching

Mr. Stallbaumer,

This letter outlines the scope of our proposal for the above referenced project.

Proposal includes but not limited to the following:

1. Citadel Electric shall provide all Labor, Materials, Supervision, Equipment and Tools as necessary to accomplish the **Scope of Work** in accordance with details as referenced in the following inclusions and referenced/clarified in the exclusions below.
- Bid 0001 – Intercept existing ductbank run feeding Hangers 2 & 3's transformers and:
- Supply and Install (1) new S&C PME-9 Switch w/Micro switching per the following drawing. Includes intercepting existing pathways at the new switch location and providing new wire and terminations at the new manhole just installed and existing transformers. (it is assumed that the new manhole in the parking lot feeds the hanger 2 & 3 transformers).
 - We are planning to utilize the existing wire and terminations conditions at the transformers where we are not pulling new wire.
 - Quote price for the S&C switch is 30 days from 9/27/2022 as stated on the S&C quote.
 - Temp power provided by generator for both Xfmrs. This includes (2) generators. Hanger 2&3 will be without power for an estimated 2-3 hours each at different times to allow temp power to be hooked up and then 2-3 hours each to put back on new power.
 - Current lead time at time of quote is 42-44 weeks. This is subject to change.
 - Temp generator fuel costs are figured at current rate of \$6.16 per gallon. At time of use this will be recalculated to reflect real time costs and a add/deductive change order can be given to adjust for these costs.
 - MBE/WBE participation is included.

Proposal excludes the following:

1. Any additional costs associated with Engineering or Design.
2. Any other work not clarified in the original scope change request.
3. Any overtime or extended time associated with an occupied building.
4. Any replacements parts on existing equipment.

For the Base Bid work as set forth above, we are quoting the following:

ITEM	Description	Amount
0001	Hanger 2 & 3 Gear Changes	\$ 308,174.00

Grand total: \$ 308,174.00

If you have any questions and/or comments pertaining to this scope proposal, then please feel free to contact me.

Our quotation is valid for a period of 90 days from this date unless an agreement is made between all parties.

Respectfully,

Sean DesCombes
 Project Manager
 Citadel Electric Group, Inc.

COST PROPOSAL



Client Address:

MKC
150 Richards Rd
Kansas City, MO 64116

CCN # 6 - Hanger 2&3 Gear Rev1
Ref #1
Date: 10/31/2022
Project Name: MKC - Airfield & Landside Design
Project Number: 62200529
Contract #:
Page Number: 1
Change Order #:
Change Order Date:

Work Description

Provide a new S&C Switch w/Mirco switching to feed hangers 2 & 3 transformers.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
13200 - SECTIONAL SWITCHGEAR	1	0.00	20.00
3" ELBOW 90 DEG - RMC - GALV	4	270.39	10.00
3" LOCKNUT - STEEL	8	14.52	4.00
3" CONDUIT - PVC40	160	1,050.96	20.00
3" COUPLING - PVC	8	17.68	0.50
3" ADAPTER FEM - PVC	8	23.99	5.00
# 2/1C 15KV SHLD 100% - AL	2,080	9,984.00	104.00
CONDUIT MEASURING TAPE	160	6.80	1.60
# 2 15KV HV TERMINATION	18	9,000.00	54.00
#1/0 TO #4/0 3-WAY SPLCE	6	4,500.00	48.00
# 2 WIRE POWER TERM	16	800.00	17.60
SWITCHGEAR EXCAVATION	1	0.00	40.00
SWITCHGEAR PAD	1	2,500.00	16.01
PARKING LOT REPAIR	1	15,000.00	24.00
Totals	2,472	43,168.34	364.70

Summary

General Materials		43,168.34
Total Material		43,168.34
GENERAL FOREMAN	(364.70 Hrs @ \$86.05)	31,382.44
PROJECT MANAGEMENT (@5% min 2HRS)	(40.00 Hrs @ \$110.00)	4,400.00
MBE/WBE OFFICE MANAGEMENT	(40.00 Hrs @ \$65.00)	2,600.00
SAFETY	(364.70 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	10.94
SMALL TOOLS	(31,382.44 @ 0.00 @ \$0.02 + 0.000 % + 0.000 % + 0.000 %)	627.65
CLEAN UP	(364.70 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)	3.65
TRANSPORTATION	(364.70 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)	1,823.50
MOBILIZATION	(1.00 @ 0.00 @ \$2,500.00 + 0.000 % + 0.000 % + 0.000 %)	2,500.00
GENERATOR RENTAL	(1.00 @ 1.00 @ \$21,780.00 + 0.000 % + 0.000 % + 0.000 %)	21,780.00
DIESEL FUEL	(4,368.00 @ 1.00 @ \$6.16 + 0.000 % + 0.000 % + 0.000 %)	26,906.88
Subtotal		135,203.40
Markup	(@ 10.00 %)	13,520.34

ORIGINAL

COST PROPOSAL

CCN # 6 - Hanger 2&3 Gear Rev1
Date: 10/31/2022
Project Name: MKC - Airfield & Landside Design
Project Number: 62200529
Contract #:
Page Number: 2
Change Order #:
Change Order Date:

Summary (Cont'd)

Subtotal		148,723.74
HAGGARD CRANE RENTAL	(\$2,000.00 + 0.000 % + 0.000 % + 0.000 %)	2,000.00
PRIVATE LOCATES	(\$1,000.00 + 0.000 % + 0.000 % + 0.000 %)	1,000.00
E&S EXCAVATING	(\$19,000.00 + 0.000 % + 0.000 % + 5.000 %)	19,950.00
WITEC ELECTRIC	(\$130,000.00 + 0.000 % + 0.000 % + 5.000 %)	136,500.00
Subtotal		308,173.74
Final Adjustment		0.26
Final Amount		\$308,174.00

CONTRACTOR CERTIFICATION

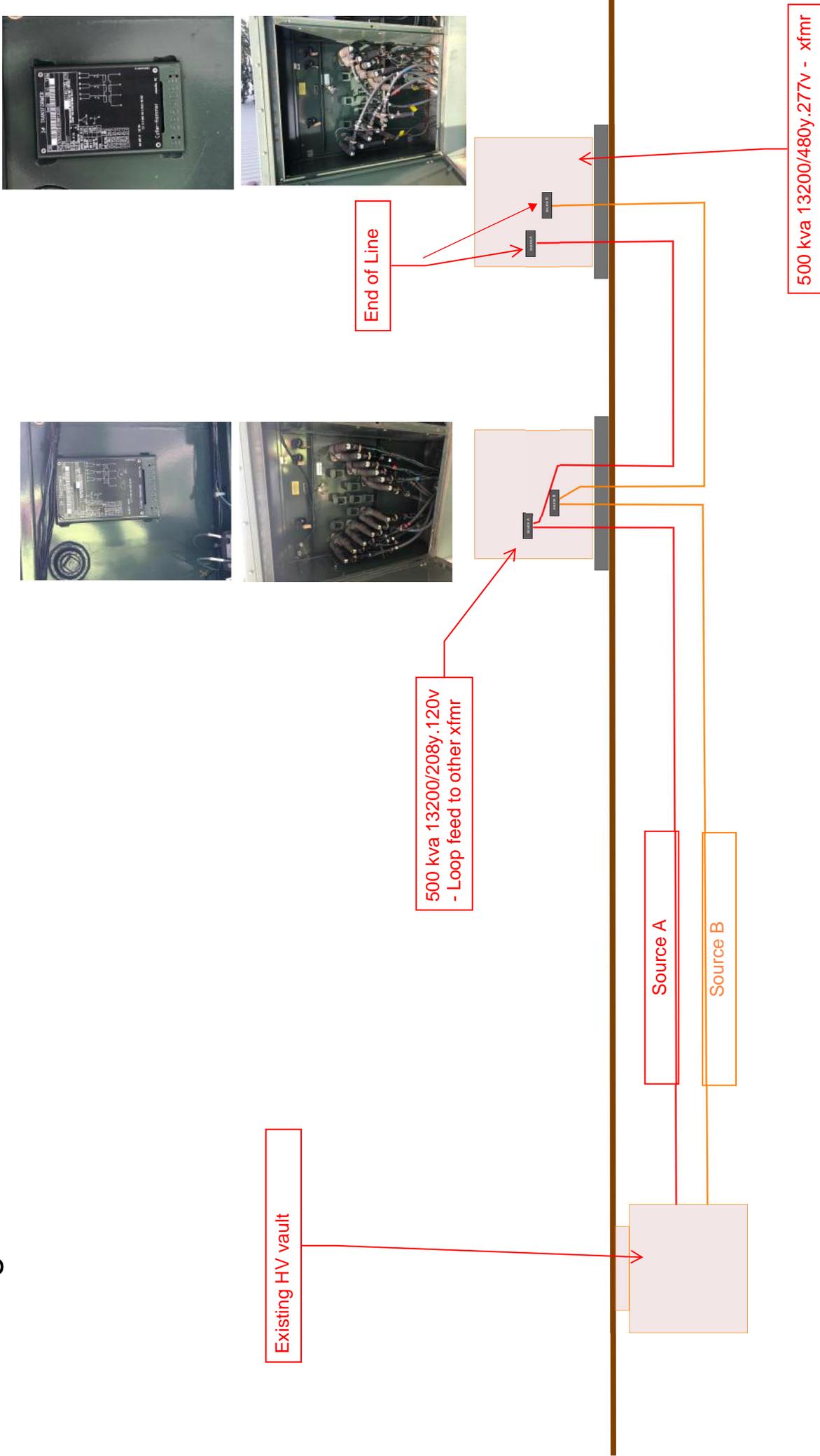
Name: _____
Date: _____
Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 6 - Hanger 2&3 Gear Rev1
Final Amount: \$308,174.00
Name: _____
Date: _____
Signature: _____
Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

Work Description

Existing Condition



New Condition

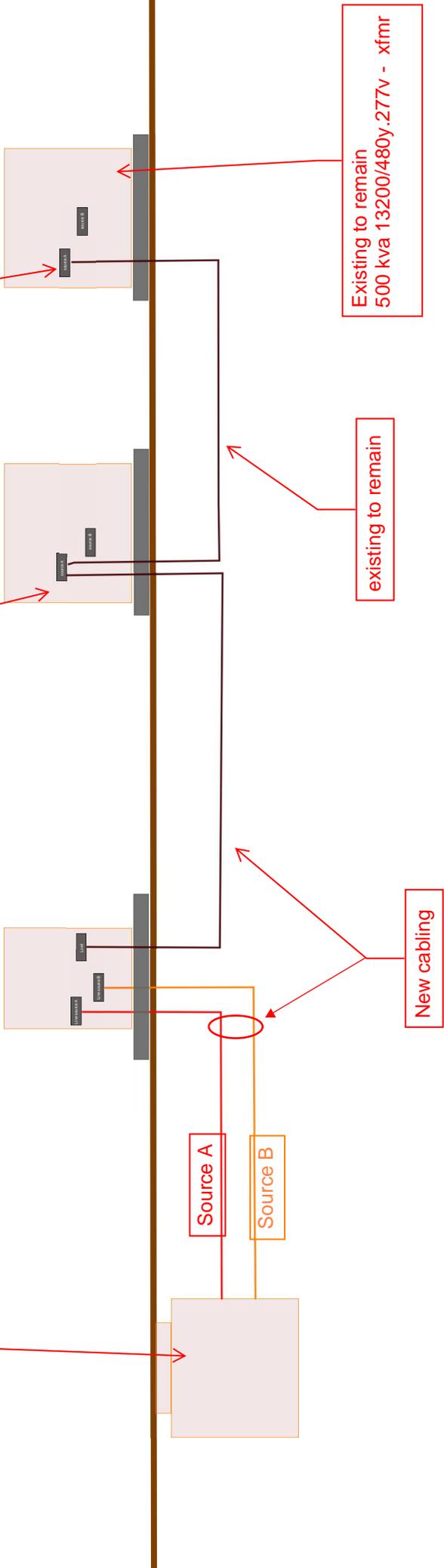
Existing to remain
500 kva 13200/208y.120v
- Loop feed to other xfmr



Existing HV vault in parking lot

End of Line

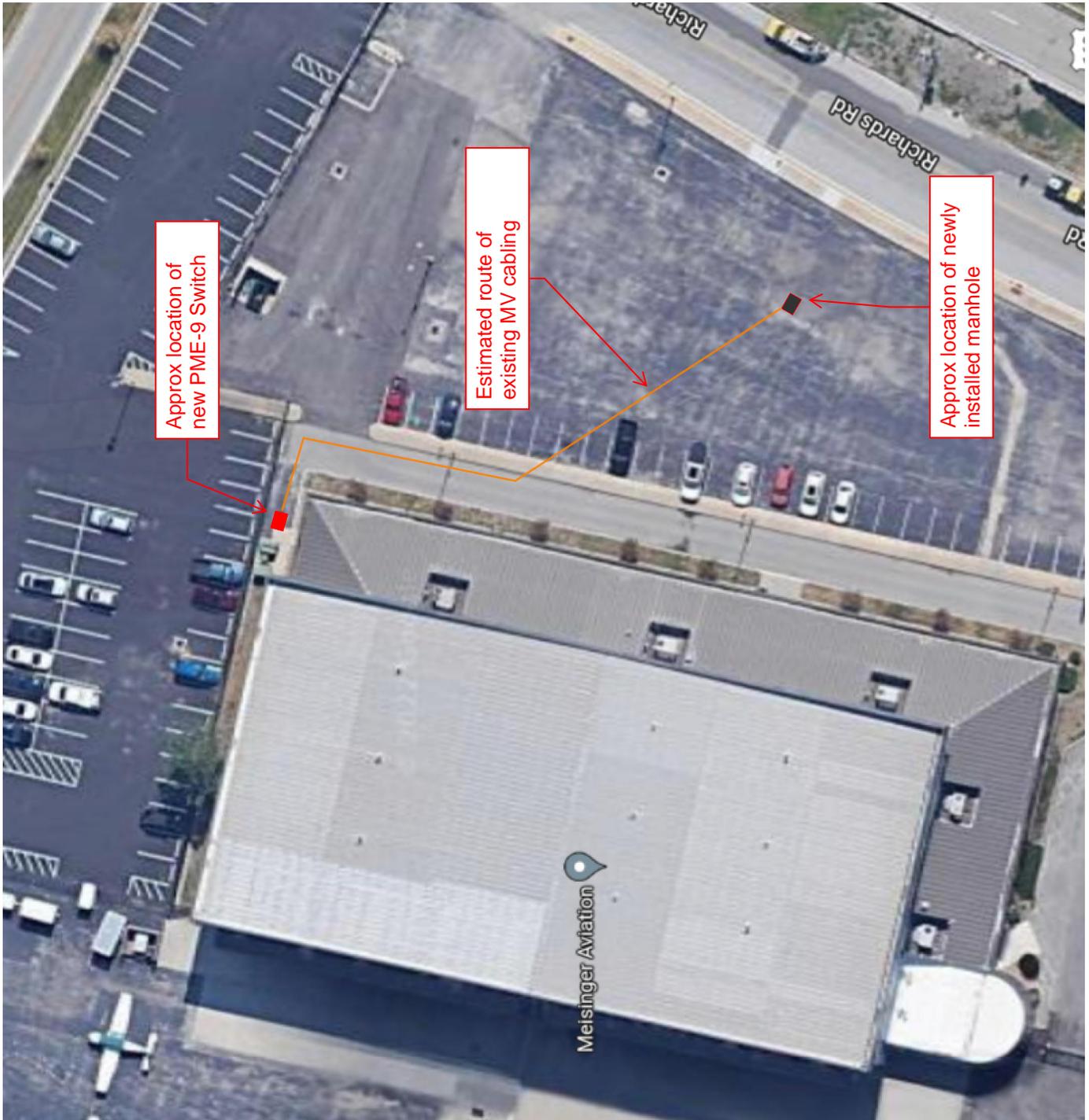
New PME-9 Switch w/Micro switching



existing to remain

Existing to remain
500 kva 13200/480y.277v - xfmr

New cabling



CITADEL
ELECTRIC GROUP, INC.
31710 E. Colbern Rd. * Oak Grove, MO 64075

Whatever It Takes Electrical Contractor, LLC, DBA WITEC
9709 E 56th St.
Raytown, MO. 64133

10/31/2022

Attn: John Rolls

Regarding: MKC Airfield and Landside Design
Kansas City, Missouri
KCAD Project No. 62200529

Subject: Notice to Award Subcontract

John Rolls,

Consider this letter as an intent for Citadel to award a subcontract to WITEC if we are awarded the contract change order associated with Citadel's scope/proposal CCN#06 Rev1 Added S&C Switch w/Micro Switching.

Estimated subcontract value: \$130,000.00

Respectfully,

Sean DesCombes
Project Manager
Citadel Electric Group



Project: Provide and install new S&C switch per attached quote supplied by Citadel

Date: 10-31-2022

All work is quoted on a straight time basis. Materials pricing is subject to adjustment after 30 DAYS, without contract.

Includes:

100% MBE/DBE

Provide and install new S&C switch per attached quote supplied by Citadel

Receive switch on the jobsite for installation on base supplied by Citadel

Excludes:

Explosion proof devices, lighting, seal offs or explosion proof conduit fittings/boxes

Scaffolding, dumpsters, temporary power/lighting, task lighting for worksite, traffic control or on-site office

Electrical engineering, stamped drawings, independent/3rd party testing or design/build services

Bid bonds, performance and payment bonds or material/use/taxes

Overtime/weekend, holiday work or full-time on-site electrician

Providing anything not listed in S&C switch BOM per attached quote supplied by Citadel

Storage on new switch at off jobsite location

Anything not specifically mentioned in this proposal

Basebid - \$130,00.00

Thanks again for your interest in WITTEC. Please direct all future written correspondence to myself at the address above. I can be reached during normal business hours at 816-743-0770 or email at Alan@witecinc.com

This proposal does not constitute automatic acceptance of any other terms and conditions unless agreed to in writing.

This proposal is void if not accepted in writing within 30 days after the date of this document.

By: Alan Neal (Estimator)



S&C Electric Company
6601 North Ridge Boulevard
Chicago, Illinois 60626-3997
U.S. Toll-Free and Emergency Number:
+1 (888) 762-1100
For Emergencies Outside the U.S. call:
+1 (773) 338-1000

Quotation

Quote #: Q-61640-2
Date: 27-SEP-2022
Expires On: 12-MAY-2022
Related Case: 00373750

Territory Manager:
Charles Spann
charles.spann@sandc.com

Butler Supply
Lee's Summit, MO

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO THE TERMS AND CONDITIONS AS LISTED BELOW

QUOTE PREPARED BY	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tibebu Zergaw		tibebu.zergaw@sandc.com	Ground	Net 30 Days

PME-9

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
01	1	66252R1-Y2Y4Y6Y8-E100	66252R1-Y2Y4Y6Y8-E100--14.4KV OLIVE GREEN SOURCE-TRANSFER PME PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- POWER-OPERATED TYPE -- MODEL PME-9 -- WITH MICRO-AT CONTROL INCLUDES CUSTOMER PROPERTY SOURCE-TRANSFER PME PAD-MOUNTED GEAR	USD 103,876.34	USD 103,876.34
02	6	3093-MEG	S&C POWER FUSE - TYPE SME-20 INDOOR DISTRIBUTION - FUSE UNIT END FITTINGS (INCLUDING SILENCER) FOR USE WITH SMU-20	USD 424.73	USD 2,548.38
03	6	612XXX -MEG	612XXX -MEG --KILOVOLTS: 14.4 SMU-20 POWER FUSE UNIT RATING TBD	USD 173.12	USD 1,038.72
Group1 TOTAL:					USD 107,463.44

Total w/wifi adapter: \$ 107,936.56

PME-6

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
04	1	66222R1-Y2Y4Y5Y6Y8-E100	66222R1-Y2Y4Y5Y6Y8-E100--VOLTS: 14.4 COLOR: OLIVE GREEN --SOURCE-TRANSFER PME PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- POWER-OPERATED TYPE -- MODEL PME-9 -- WITH MICRO-AT CONTROL INCLUDES CUSTOMER PROPERTY SOURCE-TRANSFER PME PAD-MOUNTED GEAR	USD 99,993.00	USD 99,993.00

05	3	3093-MEG	S&C POWER FUSE - TYPE SME-20 INDOOR DISTRIBUTION - FUSE UNIT END FITTINGS (INCLUDING SILENCER) FOR USE WITH SMU-20	USD 446.23	USD 1,338.69
06	3	612100 -MEG	612XXX -MEG --KILOVOLTS: 14.4 SMU-20 POWER FUSE UNIT RATING TBD	USD 173.12	USD 519.36
Group2 TOTAL:					USD 101,851.05

Wi-Fi KIT

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
07	1	TA-3401	MICRO-AT WI-FI ADAPTER KIT	USD 473.12	USD 473.12
Group3 TOTAL:					USD 473.12

Safety has always been S&C's number one priority. Though S&C is still committed to serving our customers while maintaining appropriate health precautions, the impacts of COVID-19 cannot be reasonably determined at this time. This quote does not account for any potential adverse impacts COVID-19 may have on S&C's performance or obligations herein. In the event of any delays or adverse impacts, S&C reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind. By accepting this quote or issuing a purchase order for the quoted products and/or services, you agree to and accept these terms.

Ship Schedule

Lead-time for the quoted material is approximately 42 to 44 weeks after receipt of your formal purchase order. All shipping estimates are subject to prior sales of material and/or manufacturing capacity.

Terms and Conditions of Sale

This proposal is in accordance with S&C general terms and conditions of sales (**S&C Price Sheets 150, 155, 156, 171, 172, 181, & 183**); those applicable to this proposal are provided in the Appendix section. Prices quoted exclude any manufacturer's sales, use or other excise taxes or duties. Any such taxes which Seller is required to pay or collect will be invoiced to Buyer.

Links to the aforementioned Price Sheets may be found on our public website ([click here for S&C Price Sheets](#))

Terms of Payment: Net 30 Days

Terms of Delivery: F.O.B. Factory: Prices are F.O.B. common carrier shipment point, with seller's selection of transportation prepaid to common carrier delivery point nearest first destination on orders with net invoice value of \$5,000.00 or more. For orders with less than \$5,000.00 net value, prices are F.O.B. Common carrier shipment point, freight collect or prepaid and added to the invoice.

Purchase Order: Please send a purchase order to:

S&C Electric Company
C/O S&C Electric Company
Tibebu Zergaw

This quotation is valid for thirty (30) days from date of creation.

S&C Micro-AT Source-Transfer Controls are designed for use in S&C Metal-Enclosed Switchgear and Source-Transfer Pad-Mounted Gear, in conjunction with power-operated S&C Mini-Rupter® Switches or S&C Alduti-Rupter® Switches, to provide automatic source transfer for common-bus or split-bus primary selective systems rated through 34.5 kV.

When so applied, Micro-AT Source-Transfer Controls ensure a high degree of critical-load continuity by minimizing interruptions resulting from the loss of one source. Excluding the intentional time delay to coordinate with upstream protective devices and/or transition dwell time, ● transfer is achieved in 10 cycles when the control is combined with power-operated Mini-Rupter Switches or 3 seconds when the control is combined with power-operated Alduti-Rupter Switches.

- An adjustable time delay to allow motor residual voltage—the voltage appearing at the terminals of a connected motor when the source is interrupted—to drop sufficiently before the service is restored.

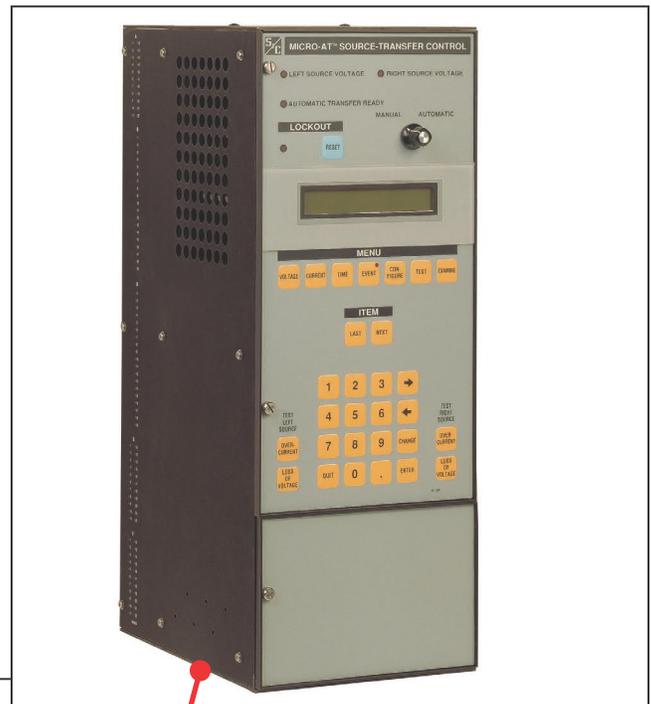


Figure 1. Micro-AT control installed in the S&C Source-Transfer Pad-Mounted Gear.



Features

The Micro-AT Source-Transfer Control uses an electronic microprocessor to perform control operations, as directed by settings programmed into the device at the factory and in the field. Such settings—consisting of the control's operating characteristics and voltage-, current-, and time-related operating parameters—are entered into the control by means of a keypad on the front panel. See Figure 2 on page 3.

To simplify entry of this information and to permit its quick review on the LCD indicator, the operating characteristics have been grouped together as a series of items in the **Configure** menu. Similarly, the voltage-, current-, and time-related operating parameters have been grouped together as a series of items in the **Voltage**, **Current**, and **Time** menus, respectively. A particular item can be accessed for display by first pressing the appropriate menu key and then scrolling through the items, using the NEXT or LAST item key. To prevent unauthorized changes to the operating characteristics and operating parameters, each item is protected by an access code; the correct access code must be entered before the item can be altered.

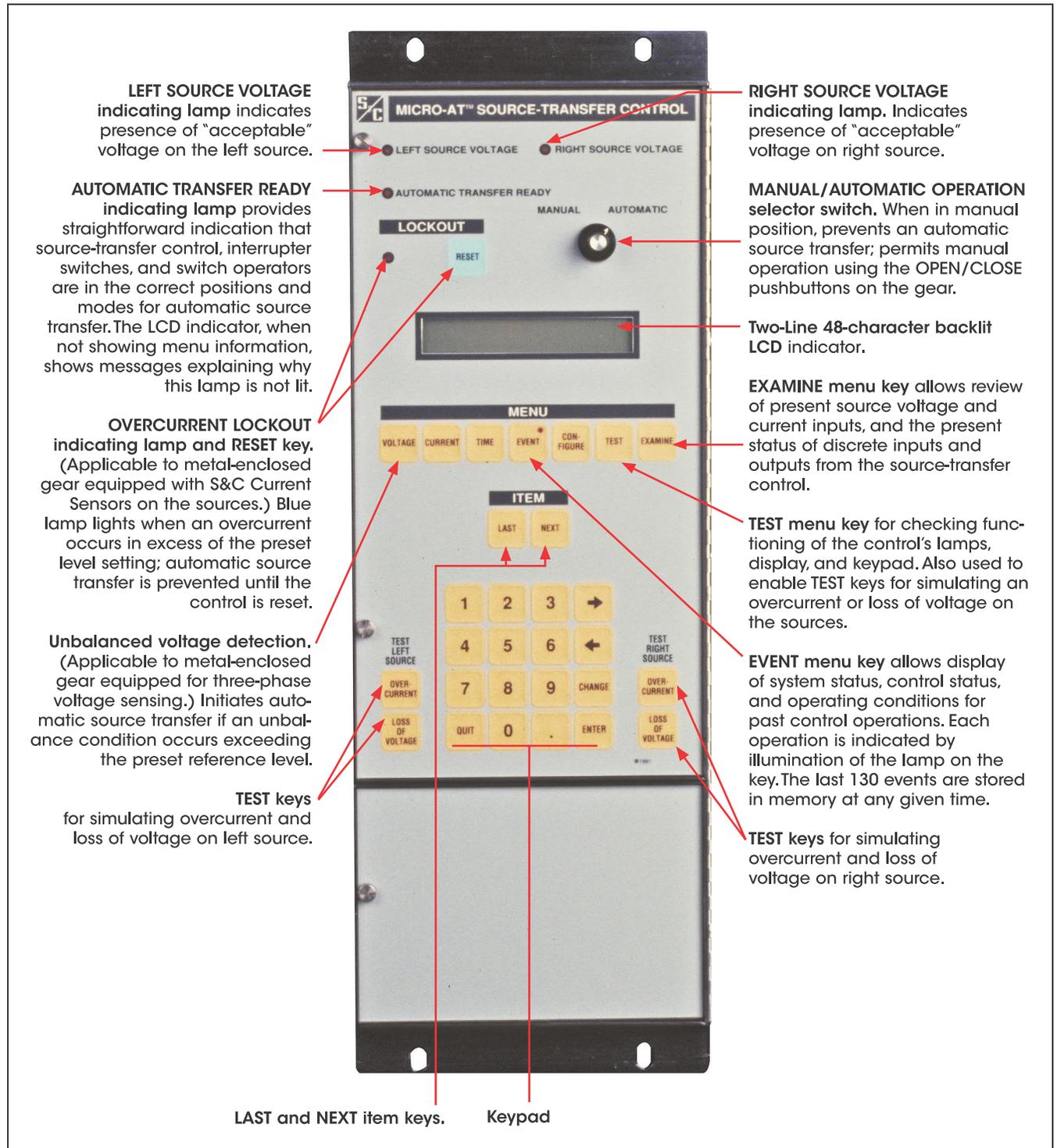
The **Test** menu provides the means for checking the functioning of the source-transfer control and is also used to enable the test keys for simulating overcurrent and/or loss of voltage on the sources.

The Micro-AT Source-Transfer Control features powerful built-in diagnostic tools. The control automatically records system status and the status of the device's controller circuits every time a control operation occurs. Each such operation, referred to as an "event," is indicated by the illumination of a lamp on the EVENT menu key and is available for display under this menu. Further, the control has available for display, as items under the **Examine** menu, the present source voltage and current inputs and the present status of discrete inputs to and outputs from the control.

Proven Solid-State Circuitry

S&C solid-state electronic devices offer the superior reliability and serviceability required for the rigors of operation in power equipment. Metal-oxide surge protectors at critical points in the control circuits provide optimum surge protection; S&C's unique surge control has been field-proven through years of successful application in hostile utility-substation environments. And the capability of every S&C electronic device to withstand voltage surges is confirmed by two factory quality-check tests: The ANSI Surge Withstand Capability Test (ANSI Standard C37.91.1); plus a much more severe (5-kV, 3.75-joule) capacitive-discharge test specially developed by S&C to duplicate or exceed voltage surges measured in Extra-High Voltage (EHV) power substations. The specified surges are applied at all terminals of the device. Additional tests are performed to identify and eliminate any components that might be prone to early failure. They include a dielectric test—a 72-hour screening test consisting of 24 hours at maximum-design operating temperatures followed by 48 hours of temperature cycling—and functional tests (both before and after the screening test).

Printed-circuit-board construction ensures high reliability. All components are applied at well below MIL-STD design guidelines, minimizing component stress, power-supply requirements, and internal heating. Voltage-level settings are maintained within $\pm 3\%$ accuracy over an ambient temperature range of -40°F (-40°C) to $+160^{\circ}\text{F}$ ($+71^{\circ}\text{C}$). Interconnecting-cable connector pins and receptacle contacts are gold-over-nickel plated. And all output relay contacts are silver alloy cadmium free to ensure long service life. Output circuits are relay isolated.



LEFT SOURCE VOLTAGE indicating lamp indicates presence of "acceptable" voltage on the left source.

AUTOMATIC TRANSFER READY indicating lamp provides straightforward indication that source-transfer control, interrupter switches, and switch operators are in the correct positions and modes for automatic source transfer. The LCD indicator, when not showing menu information, shows messages explaining why this lamp is not lit.

OVERCURRENT LOCKOUT indicating lamp and **RESET** key. (Applicable to metal-enclosed gear equipped with S&C Current Sensors on the sources.) Blue lamp lights when an overcurrent occurs in excess of the preset level setting; automatic source transfer is prevented until the control is reset.

Unbalanced voltage detection. (Applicable to metal-enclosed gear equipped for three-phase voltage sensing.) Initiates automatic source transfer if an unbalance condition occurs exceeding the preset reference level.

TEST keys for simulating overcurrent and loss of voltage on left source.

RIGHT SOURCE VOLTAGE indicating lamp. Indicates presence of "acceptable" voltage on right source.

MANUAL/AUTOMATIC OPERATION selector switch. When in manual position, prevents an automatic source transfer; permits manual operation using the OPEN/CLOSE pushbuttons on the gear.

Two-Line 48-character backlit LCD indicator.

EXAMINE menu key allows review of present source voltage and current inputs, and the present status of discrete inputs and outputs from the source-transfer control.

TEST menu key for checking functioning of the control's lamps, display, and keypad. Also used to enable TEST keys for simulating an overcurrent or loss of voltage on the sources.

EVENT menu key allows display of system status, control status, and operating conditions for past control operations. Each operation is indicated by illumination of the lamp on the key. The last 130 events are stored in memory at any given time.

TEST keys for simulating overcurrent and loss of voltage on right source.

LAST and NEXT item keys. Keypad

Figure 2. Close-up of front panel features.

Common-Bus Primary-Selective System Applications

Under normal operating conditions in a common-bus primary-selective system, the preferred-source interrupter switch is closed and the alternate-source interrupter switch is open. See the top portion of Figure 3 on page 5.

The Micro-AT Source-Transfer Control monitors the condition of both power sources and initiates automatic switching when preferred-source voltage has been lost (or reduced below a predetermined level) for a period of time sufficient to confirm the loss is not transient. The preferred-source interrupter switch is automatically opened, and the alternate-source interrupter switch is then automatically closed, restoring service to the load.

Depending on how the control was field-programmed, Return To The Normal Circuit Configuration Preferred Source Interrupter Switch Closed, Alternate-Source Interrupter Switch Open operation may be performed automatically on restoration of normal voltage to the preferred source, after a delay sufficient to establish the return is not temporary (**Automatic Return** mode) or manually at a convenient time (**Hold Return** mode).

In the **Automatic Return** mode, return-of-source transfer may be accomplished with the Open Transition or Closed Transition schemes. With the Open Transition Retransfer scheme—used when the power sources are not to be paralleled—the alternate-source interrupter switch opens before the preferred-source interrupter switch closes with a momentary interruption of service to the load. With the Closed Transition Retransfer scheme—selected when it is permissible to parallel the sources so that there will be no interruption of service to the load—the alternate-source interrupter switch will open after the preferred-source interrupter switch closes. In the **Hold Return** mode, if the alternate-source voltage fails (and voltage has been restored to the preferred source), an Automatic Open-Transition Return-Of-Source Transfer operation will take place so the load is served from the preferred source.

Split-Bus Primary-Selective System Applications

In a basic split-bus primary-selective system, the switchgear bus is divided into two sections by a bus-tie switch. See the bottom of Figure 3 on page 5. The switchgear normally operates with the two source interrupter switches closed

and the bus-tie interrupter switch open so each bus section receives power from its associated, separate source. Each source, in effect, is the preferred source for its section of the bus and the alternate source for the other section of bus. Typically, each source cable is sized for normal operating conditions and is loaded to rated capacity. Since under emergency conditions most installations have some loads which can be shed, it's not necessary for either source to carry the switchgear's total load over an extended period of time. Full use of both sources precludes the need for the serving utility to maintain idle substation and feeder capacity. And because the switchgear's load is segmented by the split bus, only a portion of the total load is transferred when a source is lost, greatly reducing the likelihood of the alternate source tripping out when transfer takes place.

The Micro-AT Source-Transfer Control monitors the condition of both power sources and initiates automatic switching when voltage on one source has been lost (or reduced below a predetermined level) for a period of time sufficient to confirm the loss is not transient. The interrupter switch associated with that source is automatically opened and the bus-tie interrupter switch is then automatically closed so all the loads are served from the remaining source.

Depending on how the control was field-programmed, a **Return to the Normal Circuit Configuration-Bus-Tie Interrupter Switch Open and Both Source Interrupter Switches Closed** operation may be performed automatically on restoration of normal voltage to the affected source after a delay sufficient to establish the return is not temporary (**Automatic Return** mode) or to be manually performed at a convenient time (**Hold Return** mode).

In the **Automatic Return** mode, return-of-source transfer may be accomplished with **Open Transition** or **Closed Transition** operations. With the Open Transition Retransfer scheme—used when the power sources are not to be paralleled—the bus-tie interrupter switch opens before the affected source interrupter switch closes with a momentary interruption of service to the load. With the Closed Transition Retransfer scheme—selected when it is permissible to parallel the sources so there will be no interruption of service to the load—the bus-tie interrupter switch opens after the affected source interrupter switch closes. In the **Hold Return** mode, if the source in use fails (and voltage has been restored to the other source), an Automatic Open-Transition Return-of-Source Transfer operation will take place so the load is served from the restored source.

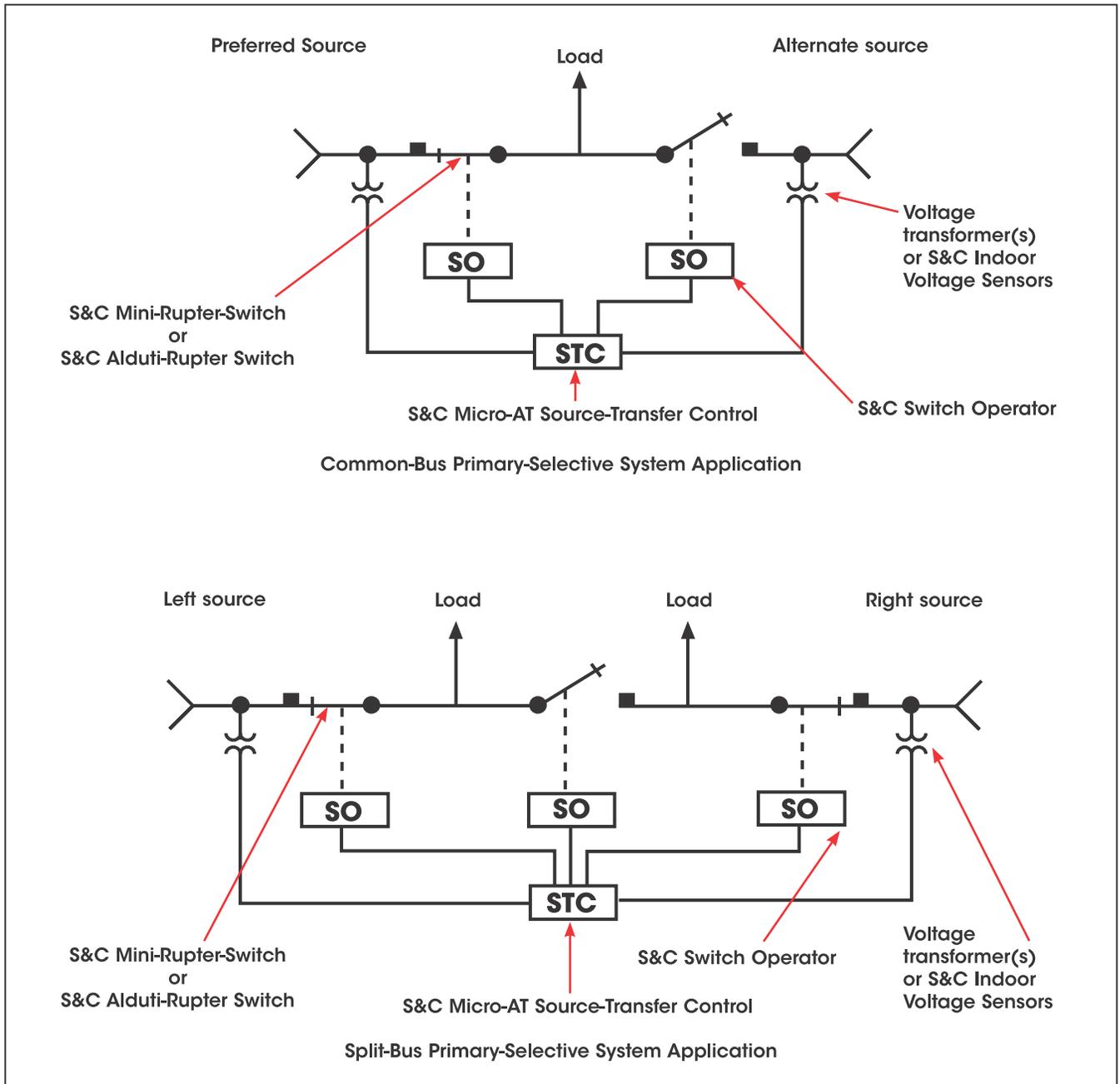


Figure 3. Application of Micro-AT Source-Transfer Controls in common-bus and split-bus primary-selective systems.

Voltage Sensing

In S&C Metal-Enclosed Switchgear, the voltage-sensing input circuitry of the Micro-AT Source-Transfer Control accommodates either of the following single-phase or three-phase voltage-sensing schemes:

- For single-phase sensing, one line-to-ground connected voltage transformer per source
- For three-phase sensing, three line-to-ground connected voltage transformers, one line-to-ground connected voltage transformer and two S&C Indoor Voltage Sensors per source, or two line-to-line connected voltage transformers per source

In S&C Source-Transfer Pad-Mounted Gear, the voltage-sensing input circuitry of the Micro-AT control accommodates three-phase voltage sensing provided by three S&C Indoor Voltage Sensors per source.

In the event that, on either source, the voltage sensed by the voltage transformer or voltage sensor on phase 2 is higher or lower than the known output voltage of another voltage transformer on the system (as determined by independent measurement), the Micro-AT Source-Transfer Control may be field-programmed to **Set Base Left** and/or **Set Base Right** settings. In so doing, the voltage-sensing input circuitry of the source-transfer control is calibrated to this known voltage.

In instances where the metal-enclosed gear has been equipped for three-phase source voltage sensing, an output-voltage magnitude unbalance and/or phase-angle unbalance will likely exist between the sensing devices on each source. The Micro-AT Source-Transfer Control may be field programmed to **Normalize Left** and/or **Normalize Right** settings to compensate for such differences on the left source and the right source, respectively.

Unbalance Detection

An **Unbalanced Voltage Detection** feature may be field programmed in the Micro-AT Source-Transfer Control in instances where the metal-enclosed gear has been equipped for three-phase voltage sensing. This feature protects the loads from any source-side open-phase condition at the same system voltage level as the metal-enclosed gear— whether caused by utility-line burn-down, broken conductors, single-phase switching, equipment malfunctions, or single-phasing resulting from blown source-side fuses. The unbalance detection feature continuously develops and monitors the negative-sequence voltage to detect any unbalance present as the result of an open-phase condition.

If the voltage unbalance exceeds a preset reference level for a period of time sufficient to confirm the loss is not transient, an output signal is produced that initiates automatic transfer to the other source. By monitoring negative-sequence voltage, the unbalance detection feature

detects virtually all source-side open-phase conditions, even those where backfeed defeats simple voltage-magnitude sensing schemes.

Overcurrent Lockout

An **Overcurrent-Lockout** feature may be field-programmed in the Micro-AT Source-Transfer Control in instances where the metal-enclosed gear has been equipped with S&C Current Sensors on the sources. This feature prevents an automatic-transfer operation that would close a source interrupter switch or bus-tie interrupter switch into a fault, thereby avoiding further utility-system disturbance.

An overcurrent in excess of the preset level will activate the lockout circuit in the control. If the overcurrent is caused by a fault cleared by a source-side protective device, the prolonged loss of voltage will cause the associated source interrupter switch to open. At the same time, a **Lockout** mode will activate in the source-transfer control so the other source interrupter switch or the bus-tie interrupter switch will not automatically close into the fault. (If the overcurrent is caused by a fault that is cleared by a load-side protective device, however, there will be no prolonged loss of voltage, so the source-transfer control will not initiate any switching operations.)

The **Lockout** mode may be externally reset; however, a terminal block must be included in the metal-enclosed gear for attachment of user-furnished control wiring providing the appropriate reset signal.

Supervisory Control

A **Supervisory-Control** feature may be field programmed in the Micro-AT Source-Transfer Control, permitting switch operation from a remote location. This feature also requires that the metal-enclosed gear be equipped with a terminal block for attachment of user-furnished control wiring providing the appropriate supervisory control signals.

Remote Indication

A **Remote Indication** feature may be optionally furnished in the Micro-AT Source-Transfer Control. This feature permits remote monitoring of the presence or absence of source voltages, the **Manual** or **Automatic** operating mode, the status of the READY indicator, and the **Overcurrent Lockout** state. This feature requires that the metal-enclosed gear be equipped with a terminal block for attachment of user-furnished control wiring to remote indicators.

Test Panel

A **Test Panel** feature may also be optionally furnished. This feature permits checkout of the source-transfer scheme, unbalance detection, and overcurrent lockout using an external, adjustable three-phase source.

CITADEL
ELECTRIC GROUP, INC.
31710 E. Colbern Rd. * Oak Grove, MO 64075

E & S Excavating, LLC
9300 Holmes Rd.
Kansas City, MO. 64131

10/31/2022

Attn: Audrie Seeley

Regarding: MKC Airfield and Landside Design
Kansas City, Missouri
KCAD Project No. 62200529

Subject: Notice to Award Subcontract

Audrie Seeley,

Consider this letter as an intent for Citadel to award a subcontract to E&S Excavating, LLC if we are awarded the contract change order associated with Citadel's scope/proposal CCN#06 Rev1 Added S&C Switch w/Micro Switching.

Estimated excavation subcontract value: \$19,000.00

Respectfully,

Sean DesCombes
Project Manager
Citadel Electric Group

E & S EXCAVATING, LLC

UTILITIES * STRUCTURAL * GRADING

**9300 HOLMES ROAD
KANSAS CITY, MO 64131**

(816) 777-0192

FAX: (816) 777-0195

Date: November 3, 2022
Company: Citadel Electric
Attn: Sean DesCombes

Project name: MKC Airfield Transformer Relocation

Gentleman:

We are pleased to submit for your consideration our proposal for the above referenced project. Our price for the work as per plans and specifications is: **NINETEEN THOUSAND AND FIVE DOLLARS AND NO CENTS (\$19,005.00)**

We have included the following in our proposal:

1. Mobilization and Demobilize to site
2. Machine excavate as needed to expose existing conduits to allow others to re-route to new switch
3. Backfill and compact all excavated areas with either on site spoils, or imported AB3
4. Haul off all spoils
5. Provide AB3 or Gravel subgrade for new Sectionalizer Pad
6. Finish grade area
7. Overseed with Fescue seed

We have excluded the following in our proposal:

1. Permits
2. Traffic control
3. Overtime
4. Layout/surveying
5. Testing
6. Bonding
7. Asphalt/concrete patch back
8. Asphalt/concrete demo
9. Saw cutting
10. Rock Excavation

We would like to offer the following alternates for your consideration:

0

We have seen the following addendum:
0

Sincerely,

Eric O. Seeley
President

NOTE: Everything in the above proposal, if accepted, becomes part of the contract documents.

-

BRANCH 61A
3505 MANCHESTER TRFY
KANSAS CITY MO 64129-1338
816-921-8051
816-861-0304 FAX

211339016

Job Site

MKC AVIATION
10 NW RICHARDS RD
KANSAS CITY MO 64116-4253

Office: 816-697-6643 Cell: 816-215-1848

Customer # : 798924
Quote Date : 09/29/22
Estimated Out : 06/05/23 12:00 PM
Estimated In : 06/12/23 12:00 PM
UR Job Loc : 10 NW RICHARDS RD, K
UR Job # : 204
Customer Job ID:
P.O. # : TBD
Ordered By : SEAN DESCOMBES
Written By : DEREK TIMLER
Salesperson : DEREK TIMLER

CITADEL ELECTRIC GROUP
31710 E COLBERN RD
OAK GROVE MO 64075-7284

**This is not an invoice
Please do not pay from this document**

QTY	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
2	2403410	GENERATOR 600-699 KVA	2,493.00		3,116.00	8,568.00	6,232.00
*****							x2
* RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS							
* OTHERWISE STATED							24hr. run = (x2 factor) \$12,464.00
* SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS							
* DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS							
* TRIPLE SHIFT = UNLIMITED USAGE							
* ** DOUBLE SHIFT IS 1.5 X SINGLE RATE **							
* ** TRIPLE SHIFT IS 2 X SINGLE RATE **							

* TO AVOID FUEL CHARGES THE UNIT MUST BE RETURNED WITH THE SAME							
* LEVEL OF FUEL IT HAD AT THE START OF THE RENTAL. YOU MAY OPT							
* FOR THE CONVENIENCE OF URI TO ARRANGE ONSITE FUELING SERVICES							
* AND INVOICE UPON YOUR REQUEST.							

30	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		22.00	28.00	77.00	840.00
30	241/5970	CABLE TAIL 4/0 MCAM BARE END	6.00	6.00	7.00	20.00	210.00
30	241/5980	CABLE TAIL 4/0 FCAM BARE END	6.00	6.00	7.00	20.00	210.00
1	2413697	TRANSFORMER 1250KVA MULTI TAP 480V 3PHASE DOWN TO 208V 3PHASE TRANSFORMER 1200AMP	2,098.00		2,099.00	2,100.00	2,099.00

Rental Subtotal: 9,591.00

SALES/MISCELLANEOUS ITEMS:

QTY	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 99.000	EACH	99.00
1	DELIVERY CHARGE	2500.000	EACH	2,500.00
1	PICKUP CHARGE	2500.000	EACH	2,500.00
Sales/Misc Subtotal:				5,099.00
Agreement Subtotal:				14,690.00
Tax:				857.57
Estimated Total:				15,547.57

COMMENTS/NOTES:

CONTACT: SEAN DESCOMBES
CELL#: 816-215-1848

Estimated total: \$21,779.57

Fuel is estimated at 13 gals per hour @ 1/4 load
Estimated fuel is \$6.00 per gallon
7 days x 24hrs. x 1 generators = 168hrs of run time
168hrs x 13 gallon per hour = 2184 gallons
x2 generators = 4,368 gallons
4,368 x \$6.16 per gallon = \$26,906.88

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

PART III - FEDERAL CONTRACT PROVISIONS FOR
Non-AIP Funded Contracts

Application of References:

“**Contractor**” means any party to this agreement other than the Owner, including without limitation the prime contractor. “**Subcontractor**” means all subcontractors under contract with the Contractor.

Sec. A. Civil Rights General. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. B. Civil Rights – Title VI Solicitation Notice. The Kansas City Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Sec. 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:** The Contractor (hereinafter includes Consultants) 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. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.
5. **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.
6. **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.

Sec. D. 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 U.S.C. § 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

U.S.C. § 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 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Sec. E. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards

for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Sec. F. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Sec. G. 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.

Sec. H. Immigration and Control Act of 1986. Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City to inspect its personnel records to verify such compliance.

Sec. I. Additional Records Requirements. In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.

Sec. J. Restricted Areas/Safety. 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 1542. Contractor agrees to be bound by and follow 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 1542. In the event Contractor, its officer, employees, invitees or Contractors 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.



CHANGE ORDER

Project Number 62200529

Project Title Airfield & Landside Design - 250/300 NW
Richards Road Electrical Upgrade (Bid No. 2)

Change Order No: 5-R1 Date of Issuance: November 3, 2022

Ordinance No: 210710 Ordinance Effective Date: October 3, 2021
Contract Notice To Proceed Date: October 1, 2021

To CONTRACTOR: **CITADEL ELECTRIC GROUP, INC**

The Contract is changed as follows: Provide a new S&C Switch w/Micro switching to feed Hangars 2 & 3 transformers. Current lead time for this equipment is 42 to 44 weeks, contract time will be increased at a later date. Federal Supplementary Provisions are also being added to the contract.

This Change Order constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs, including impact costs and extended general conditions, and markups directly and indirectly attributable to the Work changes ordered herein, for all delays related thereto and for performance of the changes within the time stated. Contractor hereby releases all claims for delay, interruption, extended general conditions, impact and cumulative impact claims for this Work.

See Attached Document(s).

Attachment A - Citadel Proposal - Add S&C Switch w/Micro Switching (19 pages)

Attachment B - Federal Supplementary Provisions (5 pages)

Not valid until signed by the Director of Finance.

The original Contract Price was	<u>\$1,214,435.00</u>
Net change by previously authorized Change Orders	<u>\$14,320.00</u>
The Contract Price prior to this Change Order was	<u>\$1,228,755.00</u>
The Contract Price will be (<input checked="" type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input type="checkbox"/> unchanged)	<u>\$308,174.00</u>
The new Contract Price including this Change Order will be	<u>\$1,536,929.00</u>

The Contract Time will be (<input type="checkbox"/> increased by) (<input type="checkbox"/> decreased by) (<input checked="" type="checkbox"/> unchanged)	<u>303 calendar days</u>
The date of Substantial Completion as of the date of this Change Order therefore is	<u>July 30, 2022</u>
The date of Final Completion as of the date of this Change Order therefore is	<u>July 30, 2022</u>

Project No. & Title 62200529 Airfield & Landside Design - 250/300 NW Richards Road Electrical Upgrade (Bid No. 2)
 Change Order No. 5-R1

DESIGN PROFESSIONAL: WSP USA 300 Wyandotte Street, Suite 200 Kansas City, MO 64105	By: Dale E. Mueller, P.E.  Title: Senior Project Manager	Date: 11/3/22
CONTRACTOR: Citadel Electric Group, Inc 31710 E Colbern Road Oak Grove, MO 64075	By: Sean DesCombes  Sean DesCombes Title: Project Manager	Date: 11/3/2022
CITY: Kansas City, Missouri Kansas City Aviation Department 601 Brasilia Avenue Kansas City, MO 64153	By: Patrick Klein Title: Director of Aviation	Date:

Approved as to form: _____
 Assistant City Attorney

I certify there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, 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 above obligation.

 Director of Finance _____
 Date

Distribution: CITY CONTRACTOR DESIGN PROFESSIONAL

REMINDER: CONTRACTOR is responsible for considering the effect this Change Order may have on its ability to meet or exceed the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. If CONTRACTOR will not be able to achieve the approved participation amounts in performing the work included within this Change Order, or if CONTRACTOR needs to retain the services of additional D/M/WBEs not previously listed in its CUP, CONTRACTOR is advised to submit a Request for Modification/Substitution.

CITADEL
ELECTRIC GROUP, INC.
 31710 E. Colbern Rd. * Oak Grove, MO 64075

SCOPE / PROPOSAL

October 31, 2022

Attention: **Sam Stallbaumer**
WSP
300 Wyandotte Ave, Suite 200
Kansas City, MO 64105

Regarding: MKC Airfield and Landside Design – Electrical Scope and Proposal
 CCN#06 Rev1 – Added S&C Switch w/Micro Switching

Mr. Stallbaumer,

This letter outlines the scope of our proposal for the above referenced project.

Proposal includes but not limited to the following:

1. Citadel Electric shall provide all Labor, Materials, Supervision, Equipment and Tools as necessary to accomplish the **Scope of Work** in accordance with details as referenced in the following inclusions and referenced/clarified in the exclusions below.
- Bid 0001 – Intercept existing ductbank run feeding Hangers 2 & 3's transformers and:
- Supply and Install (1) new S&C PME-9 Switch w/Micro switching per the following drawing. Includes intercepting existing pathways at the new switch location and providing new wire and terminations at the new manhole just installed and existing transformers. (it is assumed that the new manhole in the parking lot feeds the hanger 2 & 3 transformers).
 - We are planning to utilize the existing wire and terminations conditions at the transformers where we are not pulling new wire.
 - Quote price for the S&C switch is 30 days from 9/27/2022 as stated on the S&C quote.
 - Temp power provided by generator for both Xfmrs. This includes (2) generators. Hanger 2&3 will be without power for an estimated 2-3 hours each at different times to allow temp power to be hooked up and then 2-3 hours each to put back on new power.
 - Current lead time at time of quote is 42-44 weeks. This is subject to change.
 - Temp generator fuel costs are figured at current rate of \$6.16 per gallon. At time of use this will be recalculated to reflect real time costs and a add/deductive change order can be given to adjust for these costs.
 - MBE/WBE participation is included.

Proposal excludes the following:

1. Any additional costs associated with Engineering or Design.
2. Any other work not clarified in the original scope change request.
3. Any overtime or extended time associated with an occupied building.
4. Any replacements parts on existing equipment.

For the Base Bid work as set forth above, we are quoting the following:

ITEM	Description	Amount
0001	Hanger 2 & 3 Gear Changes	\$ 308,174.00

Grand total: \$ 308,174.00

If you have any questions and/or comments pertaining to this scope proposal, then please feel free to contact me.

Our quotation is valid for a period of 90 days from this date unless an agreement is made between all parties.

Respectfully,

Sean DesCombes
 Project Manager
 Citadel Electric Group, Inc.

COST PROPOSAL



Client Address:

MKC
150 Richards Rd
Kansas City, MO 64116

CCN # 6 - Hanger 2&3 Gear Rev1
Ref #1
Date: 10/31/2022
Project Name: MKC - Airfield & Landside Design
Project Number: 62200529
Contract #:
Page Number: 1
Change Order #:
Change Order Date:

Work Description

Provide a new S&C Switch w/Mirco switching to feed hangers 2 & 3 transformers.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
13200 - SECTIONAL SWITCHGEAR	1	0.00	20.00
3" ELBOW 90 DEG - RMC - GALV	4	270.39	10.00
3" LOCKNUT - STEEL	8	14.52	4.00
3" CONDUIT - PVC40	160	1,050.96	20.00
3" COUPLING - PVC	8	17.68	0.50
3" ADAPTER FEM - PVC	8	23.99	5.00
# 2/1C 15KV SHLD 100% - AL	2,080	9,984.00	104.00
CONDUIT MEASURING TAPE	160	6.80	1.60
# 2 15KV HV TERMINATION	18	9,000.00	54.00
#1/0 TO #4/0 3-WAY SPLCE	6	4,500.00	48.00
# 2 WIRE POWER TERM	16	800.00	17.60
SWITCHGEAR EXCAVATION	1	0.00	40.00
SWITCHGEAR PAD	1	2,500.00	16.01
PARKING LOT REPAIR	1	15,000.00	24.00
Totals	2,472	43,168.34	364.70

Summary

General Materials		43,168.34
Total Material		43,168.34
GENERAL FOREMAN	(364.70 Hrs @ \$86.05)	31,382.44
PROJECT MANAGEMENT (@5% min 2HRS)	(40.00 Hrs @ \$110.00)	4,400.00
MBE/WBE OFFICE MANAGEMENT	(40.00 Hrs @ \$65.00)	2,600.00
SAFETY	(364.70 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	10.94
SMALL TOOLS	(31,382.44 @ 0.00 @ \$0.02 + 0.000 % + 0.000 % + 0.000 %)	627.65
CLEAN UP	(364.70 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)	3.65
TRANSPORTATION	(364.70 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)	1,823.50
MOBILIZATION	(1.00 @ 0.00 @ \$2,500.00 + 0.000 % + 0.000 % + 0.000 %)	2,500.00
GENERATOR RENTAL	(1.00 @ 1.00 @ \$21,780.00 + 0.000 % + 0.000 % + 0.000 %)	21,780.00
DIESEL FUEL	(4,368.00 @ 1.00 @ \$6.16 + 0.000 % + 0.000 % + 0.000 %)	26,906.88
Subtotal		135,203.40
Markup	(@ 10.00 %)	13,520.34

ORIGINAL

COST PROPOSAL

CCN # 6 - Hanger 2&3 Gear Rev1
Date: 10/31/2022
Project Name: MKC - Airfield & Landside Design
Project Number: 62200529
Contract #:
Page Number: 2
Change Order #:
Change Order Date:

Summary (Cont'd)

Subtotal		148,723.74
HAGGARD CRANE RENTAL	(\$2,000.00 + 0.000 % + 0.000 % + 0.000 %)	2,000.00
PRIVATE LOCATES	(\$1,000.00 + 0.000 % + 0.000 % + 0.000 %)	1,000.00
E&S EXCAVATING	(\$19,000.00 + 0.000 % + 0.000 % + 5.000 %)	19,950.00
WITEC ELECTRIC	(\$130,000.00 + 0.000 % + 0.000 % + 5.000 %)	136,500.00
Subtotal		308,173.74
Final Adjustment		0.26
Final Amount		\$308,174.00

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN # 6 - Hanger 2&3 Gear Rev1
Final Amount: \$308,174.00

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

Work Description

ORIGINAL

Existing Condition



Existing HV vault

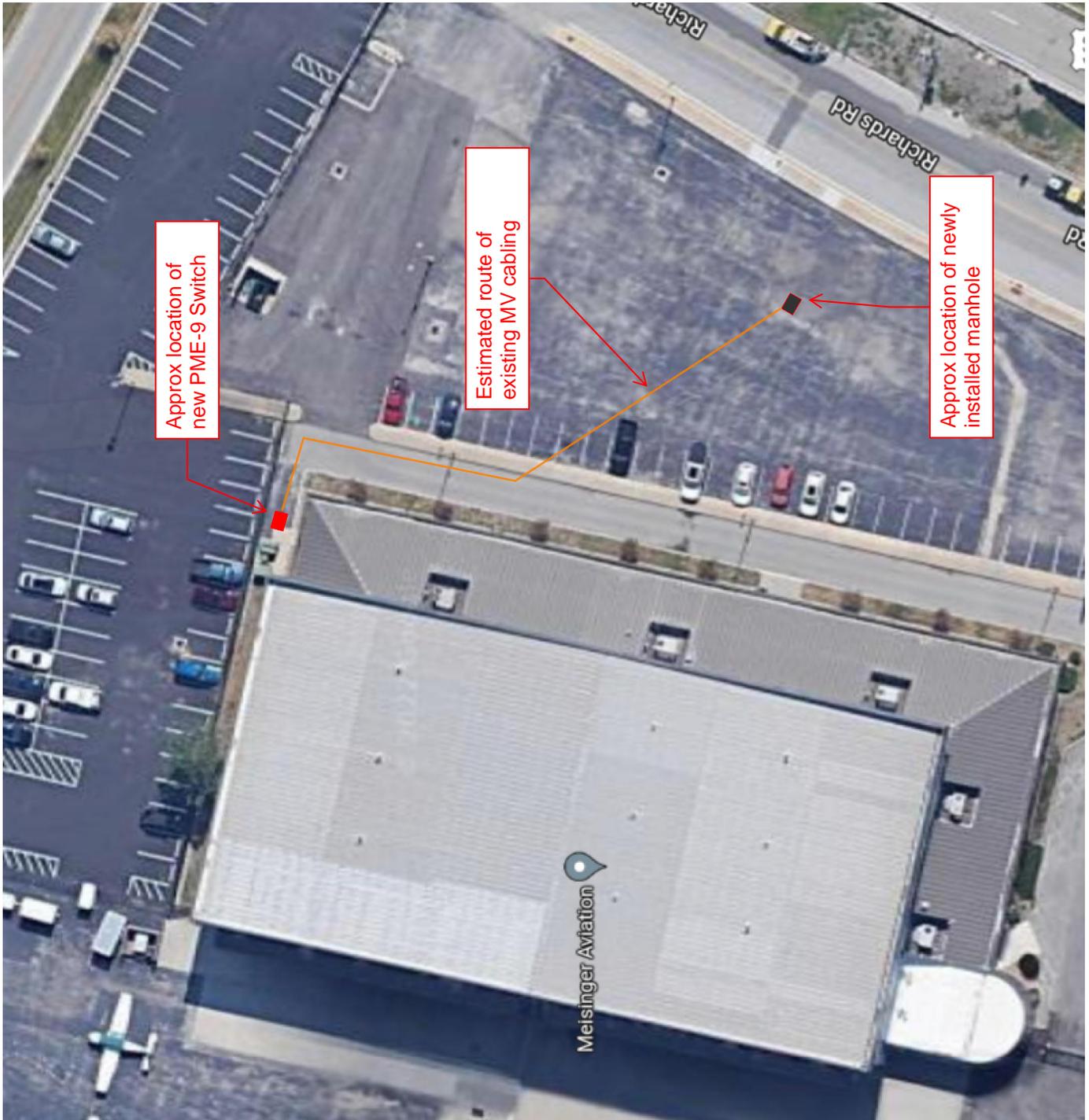
End of Line

500 kva 13200/208y,120v
- Loop feed to other xfmr

500 kva 13200/480y,277v - xfmr

Source A

Source B



CITADEL
ELECTRIC GROUP, INC.
31710 E. Colbern Rd. * Oak Grove, MO 64075

Whatever It Takes Electrical Contractor, LLC, DBA WITEC
9709 E 56th St.
Raytown, MO. 64133

10/31/2022

Attn: John Rolls

Regarding: MKC Airfield and Landside Design
Kansas City, Missouri
KCAD Project No. 62200529

Subject: Notice to Award Subcontract

John Rolls,

Consider this letter as an intent for Citadel to award a subcontract to WITEC if we are awarded the contract change order associated with Citadel's scope/proposal CCN#06 Rev1 Added S&C Switch w/Micro Switching.

Estimated subcontract value: \$130,000.00

Respectfully,

Sean DesCombes
Project Manager
Citadel Electric Group



Project: Provide and install new S&C switch per attached quote supplied by Citadel

Date: 10-31-2022

All work is quoted on a straight time basis. Materials pricing is subject to adjustment after 30 DAYS, without contract.

Includes:

100% MBE/DBE

Provide and install new S&C switch per attached quote supplied by Citadel

Receive switch on the jobsite for installation on base supplied by Citadel

Excludes:

Explosion proof devices, lighting, seal offs or explosion proof conduit fittings/boxes

Scaffolding, dumpsters, temporary power/lighting, task lighting for worksite, traffic control or on-site office

Electrical engineering, stamped drawings, independent/3rd party testing or design/build services

Bid bonds, performance and payment bonds or material/use/taxes

Overtime/weekend, holiday work or full-time on-site electrician

Providing anything not listed in S&C switch BOM per attached quote supplied by Citadel

Storage on new switch at off jobsite location

Anything not specifically mentioned in this proposal

Basebid - \$130,00.00

Thanks again for your interest in WITTEC. Please direct all future written correspondence to myself at the address above. I can be reached during normal business hours at 816-743-0770 or email at Alan@witecinc.com

This proposal does not constitute automatic acceptance of any other terms and conditions unless agreed to in writing.

This proposal is void if not accepted in writing within 30 days after the date of this document.

By: Alan Neal (Estimator)



S&C Electric Company
6601 North Ridge Boulevard
Chicago, Illinois 60626-3997
U.S. Toll-Free and Emergency Number:
+1 (888) 762-1100
For Emergencies Outside the U.S. call:
+1 (773) 338-1000

Quotation

Quote #: Q-61640-2
Date: 27-SEP-2022
Expires On: 12-MAY-2022
Related Case: 00373750

Territory Manager:
Charles Spann
charles.spann@sandc.com

Butler Supply
Lee's Summit, MO

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO THE TERMS AND CONDITIONS AS LISTED BELOW

QUOTE PREPARED BY	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tibebu Zergaw		tibebu.zergaw@sandc.com	Ground	Net 30 Days

PME-9

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
01	1	66252R1-Y2Y4Y6Y8-E100	66252R1-Y2Y4Y6Y8-E100--14.4KV OLIVE GREEN SOURCE-TRANSFER PME PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- POWER-OPERATED TYPE -- MODEL PME-9 -- WITH MICRO-AT CONTROL INCLUDES CUSTOMER PROPERTY SOURCE-TRANSFER PME PAD-MOUNTED GEAR	USD 103,876.34	USD 103,876.34
02	6	3093-MEG	S&C POWER FUSE - TYPE SME-20 INDOOR DISTRIBUTION - FUSE UNIT END FITTINGS (INCLUDING SILENCER) FOR USE WITH SMU-20	USD 424.73	USD 2,548.38
03	6	612XXX -MEG	612XXX -MEG --KILOVOLTS: 14.4 SMU-20 POWER FUSE UNIT RATING TBD	USD 173.12	USD 1,038.72
Group1 TOTAL:					USD 107,463.44

Total w/wifi adapter: \$ 107,936.56

PME-6

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
04	1	66222R1-Y2Y4Y5Y6Y8-E100	66222R1-Y2Y4Y5Y6Y8-E100--VOLTS: 14.4 COLOR: OLIVE GREEN --SOURCE-TRANSFER PME PAD-MOUNTED GEAR -- OUTDOOR PRIMARY DISTRIBUTION -- POWER-OPERATED TYPE -- MODEL PME-9 -- WITH MICRO-AT CONTROL INCLUDES CUSTOMER PROPERTY SOURCE-TRANSFER PME PAD-MOUNTED GEAR	USD 99,993.00	USD 99,993.00

05	3	3093-MEG	S&C POWER FUSE - TYPE SME-20 INDOOR DISTRIBUTION - FUSE UNIT END FITTINGS (INCLUDING SILENCER) FOR USE WITH SMU-20	USD 446.23	USD 1,338.69
06	3	612100 -MEG	612XXX -MEG --KILOVOLTS: 14.4 SMU-20 POWER FUSE UNIT RATING TBD	USD 173.12	USD 519.36
Group2 TOTAL:					USD 101,851.05

Wi-Fi KIT

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
07	1	TA-3401	MICRO-AT WI-FI ADAPTER KIT	USD 473.12	USD 473.12
Group3 TOTAL:					USD 473.12

Safety has always been S&C's number one priority. Though S&C is still committed to serving our customers while maintaining appropriate health precautions, the impacts of COVID-19 cannot be reasonably determined at this time. This quote does not account for any potential adverse impacts COVID-19 may have on S&C's performance or obligations herein. In the event of any delays or adverse impacts, S&C reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind. By accepting this quote or issuing a purchase order for the quoted products and/or services, you agree to and accept these terms.

Ship Schedule

Lead-time for the quoted material is approximately 42 to 44 weeks after receipt of your formal purchase order. All shipping estimates are subject to prior sales of material and/or manufacturing capacity.

Terms and Conditions of Sale

This proposal is in accordance with S&C general terms and conditions of sales (**S&C Price Sheets 150, 155, 156, 171,172, 181, & 183**); those applicable to this proposal are provided in the Appendix section. Prices quoted exclude any manufacturer's sales, use or other excise taxes or duties. Any such taxes which Seller is required to pay or collect will be invoiced to Buyer.

Links to the aforementioned Price Sheets may be found on our public website ([click here for S&C Price Sheets](#))

Terms of Payment: Net 30 Days

Terms of Delivery: F.O.B. Factory: Prices are F.O.B. common carrier shipment point, with seller's selection of transportation prepaid to common carrier delivery point nearest first destination on orders with net invoice value of \$5,000.00 or more. For orders with less than \$5,000.00 net value, prices are F.O.B. Common carrier shipment point, freight collect or prepaid and added to the invoice.

Purchase Order: Please send a purchase order to:

S&C Electric Company
C/O S&C Electric Company
Tibebu Zergaw

This quotation is valid for thirty (30) days from date of creation.

S&C Micro-AT Source-Transfer Controls are designed for use in S&C Metal-Enclosed Switchgear and Source-Transfer Pad-Mounted Gear, in conjunction with power-operated S&C Mini-Rupter® Switches or S&C Alduti-Rupter® Switches, to provide automatic source transfer for common-bus or split-bus primary selective systems rated through 34.5 kV.

When so applied, Micro-AT Source-Transfer Controls ensure a high degree of critical-load continuity by minimizing interruptions resulting from the loss of one source. Excluding the intentional time delay to coordinate with upstream protective devices and/or transition dwell time, transfer is achieved in 10 cycles when the control is combined with power-operated Mini-Rupter Switches or 3 seconds when the control is combined with power-operated Alduti-Rupter Switches.

- An adjustable time delay to allow motor residual voltage—the voltage appearing at the terminals of a connected motor when the source is interrupted—to drop sufficiently before the service is restored.

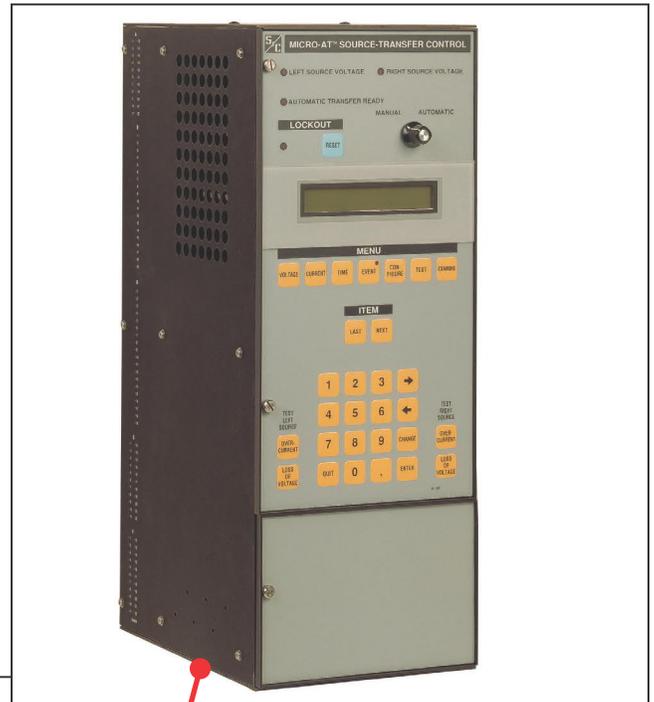


Figure 1. Micro-AT control installed in the S&C Source-Transfer Pad-Mounted Gear.



Features

The Micro-AT Source-Transfer Control uses an electronic microprocessor to perform control operations, as directed by settings programmed into the device at the factory and in the field. Such settings—consisting of the control's operating characteristics and voltage-, current-, and time-related operating parameters—are entered into the control by means of a keypad on the front panel. See Figure 2 on page 3.

To simplify entry of this information and to permit its quick review on the LCD indicator, the operating characteristics have been grouped together as a series of items in the **Configure** menu. Similarly, the voltage-, current-, and time-related operating parameters have been grouped together as a series of items in the **Voltage**, **Current**, and **Time** menus, respectively. A particular item can be accessed for display by first pressing the appropriate menu key and then scrolling through the items, using the NEXT or LAST item key. To prevent unauthorized changes to the operating characteristics and operating parameters, each item is protected by an access code; the correct access code must be entered before the item can be altered.

The **Test** menu provides the means for checking the functioning of the source-transfer control and is also used to enable the test keys for simulating overcurrent and/or loss of voltage on the sources.

The Micro-AT Source-Transfer Control features powerful built-in diagnostic tools. The control automatically records system status and the status of the device's controller circuits every time a control operation occurs. Each such operation, referred to as an "event," is indicated by the illumination of a lamp on the EVENT menu key and is available for display under this menu. Further, the control has available for display, as items under the **Examine** menu, the present source voltage and current inputs and the present status of discrete inputs to and outputs from the control.

Proven Solid-State Circuitry

S&C solid-state electronic devices offer the superior reliability and serviceability required for the rigors of operation in power equipment. Metal-oxide surge protectors at critical points in the control circuits provide optimum surge protection; S&C's unique surge control has been field-proven through years of successful application in hostile utility-substation environments. And the capability of every S&C electronic device to withstand voltage surges is confirmed by two factory quality-check tests: The ANSI Surge Withstand Capability Test (ANSI Standard C37.91.1); plus a much more severe (5-kV, 3.75-joule) capacitive-discharge test specially developed by S&C to duplicate or exceed voltage surges measured in Extra-High Voltage (EHV) power substations. The specified surges are applied at all terminals of the device. Additional tests are performed to identify and eliminate any components that might be prone to early failure. They include a dielectric test—a 72-hour screening test consisting of 24 hours at maximum-design operating temperatures followed by 48 hours of temperature cycling—and functional tests (both before and after the screening test).

Printed-circuit-board construction ensures high reliability. All components are applied at well below MIL-STD design guidelines, minimizing component stress, power-supply requirements, and internal heating. Voltage-level settings are maintained within $\pm 3\%$ accuracy over an ambient temperature range of -40°F (-40°C) to $+160^{\circ}\text{F}$ ($+71^{\circ}\text{C}$). Interconnecting-cable connector pins and receptacle contacts are gold-over-nickel plated. And all output relay contacts are silver alloy cadmium free to ensure long service life. Output circuits are relay isolated.

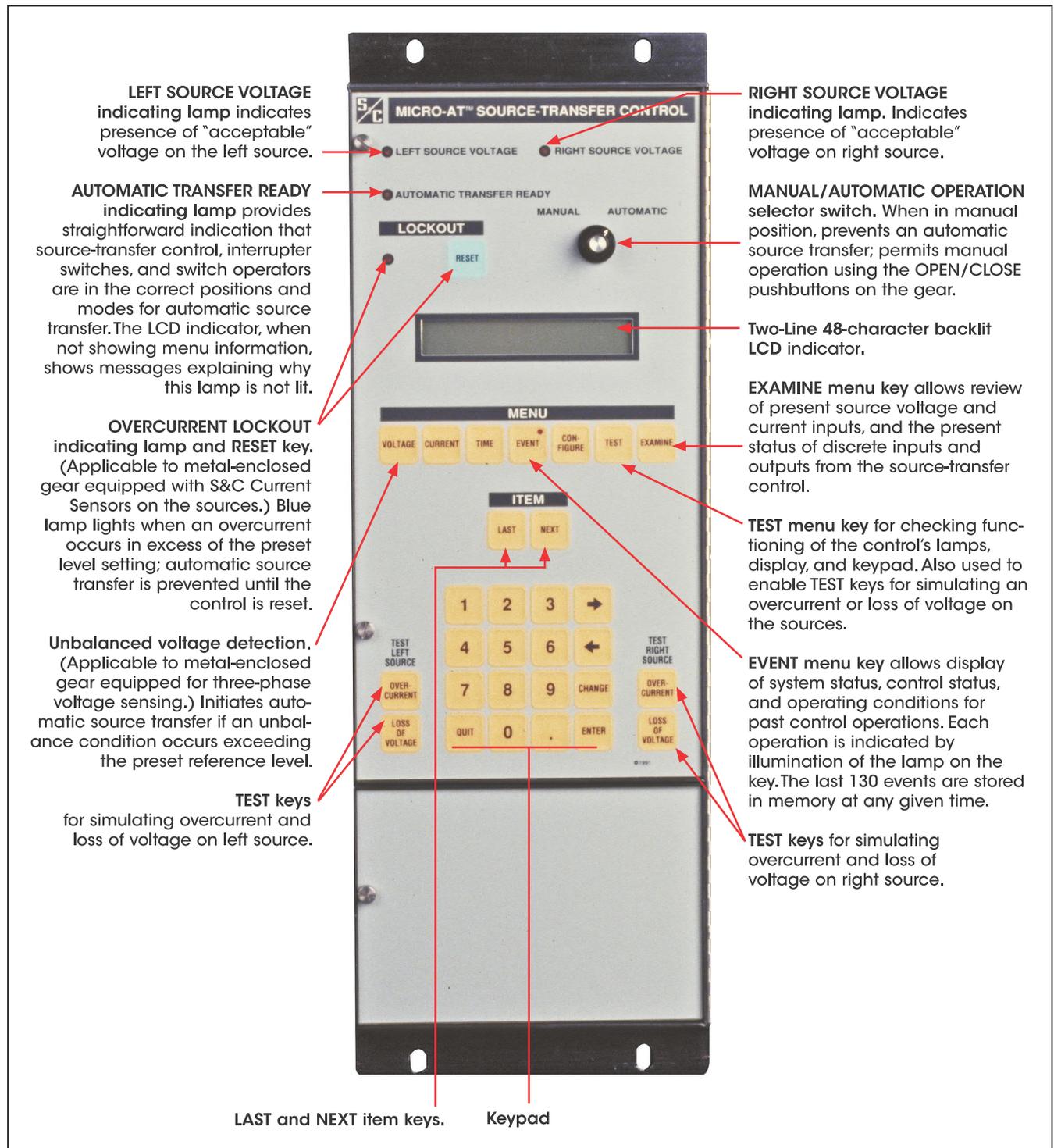


Figure 2. Close-up of front panel features.

Common-Bus Primary-Selective System Applications

Under normal operating conditions in a common-bus primary-selective system, the preferred-source interrupter switch is closed and the alternate-source interrupter switch is open. See the top portion of Figure 3 on page 5.

The Micro-AT Source-Transfer Control monitors the condition of both power sources and initiates automatic switching when preferred-source voltage has been lost (or reduced below a predetermined level) for a period of time sufficient to confirm the loss is not transient. The preferred-source interrupter switch is automatically opened, and the alternate-source interrupter switch is then automatically closed, restoring service to the load.

Depending on how the control was field-programmed, Return To The Normal Circuit Configuration Preferred Source Interrupter Switch Closed, Alternate-Source Interrupter Switch Open operation may be performed automatically on restoration of normal voltage to the preferred source, after a delay sufficient to establish the return is not temporary (**Automatic Return** mode) or manually at a convenient time (**Hold Return** mode).

In the **Automatic Return** mode, return-of-source transfer may be accomplished with the Open Transition or Closed Transition schemes. With the Open Transition Retransfer scheme—used when the power sources are not to be paralleled—the alternate-source interrupter switch opens before the preferred-source interrupter switch closes with a momentary interruption of service to the load. With the Closed Transition Retransfer scheme—selected when it is permissible to parallel the sources so that there will be no interruption of service to the load—the alternate-source interrupter switch will open after the preferred-source interrupter switch closes. In the **Hold Return** mode, if the alternate-source voltage fails (and voltage has been restored to the preferred source), an Automatic Open-Transition Return-Of-Source Transfer operation will take place so the load is served from the preferred source.

Split-Bus Primary-Selective System Applications

In a basic split-bus primary-selective system, the switchgear bus is divided into two sections by a bus-tie switch. See the bottom of Figure 3 on page 5. The switchgear normally operates with the two source interrupter switches closed

and the bus-tie interrupter switch open so each bus section receives power from its associated, separate source. Each source, in effect, is the preferred source for its section of the bus and the alternate source for the other section of bus. Typically, each source cable is sized for normal operating conditions and is loaded to rated capacity. Since under emergency conditions most installations have some loads which can be shed, it's not necessary for either source to carry the switchgear's total load over an extended period of time. Full use of both sources precludes the need for the serving utility to maintain idle substation and feeder capacity. And because the switchgear's load is segmented by the split bus, only a portion of the total load is transferred when a source is lost, greatly reducing the likelihood of the alternate source tripping out when transfer takes place.

The Micro-AT Source-Transfer Control monitors the condition of both power sources and initiates automatic switching when voltage on one source has been lost (or reduced below a predetermined level) for a period of time sufficient to confirm the loss is not transient. The interrupter switch associated with that source is automatically opened and the bus-tie interrupter switch is then automatically closed so all the loads are served from the remaining source.

Depending on how the control was field-programmed, a **Return to the Normal Circuit Configuration-Bus-Tie Interrupter Switch Open and Both Source Interrupter Switches Closed** operation may be performed automatically on restoration of normal voltage to the affected source after a delay sufficient to establish the return is not temporary (**Automatic Return** mode) or to be manually performed at a convenient time (**Hold Return** mode).

In the **Automatic Return** mode, return-of-source transfer may be accomplished with **Open Transition** or **Closed Transition** operations. With the Open Transition Retransfer scheme—used when the power sources are not to be paralleled—the bus-tie interrupter switch opens before the affected source interrupter switch closes with a momentary interruption of service to the load. With the Closed Transition Retransfer scheme—selected when it is permissible to parallel the sources so there will be no interruption of service to the load—the bus-tie interrupter switch opens after the affected source interrupter switch closes. In the **Hold Return** mode, if the source in use fails (and voltage has been restored to the other source), an Automatic Open-Transition Return-of-Source Transfer operation will take place so the load is served from the restored source.

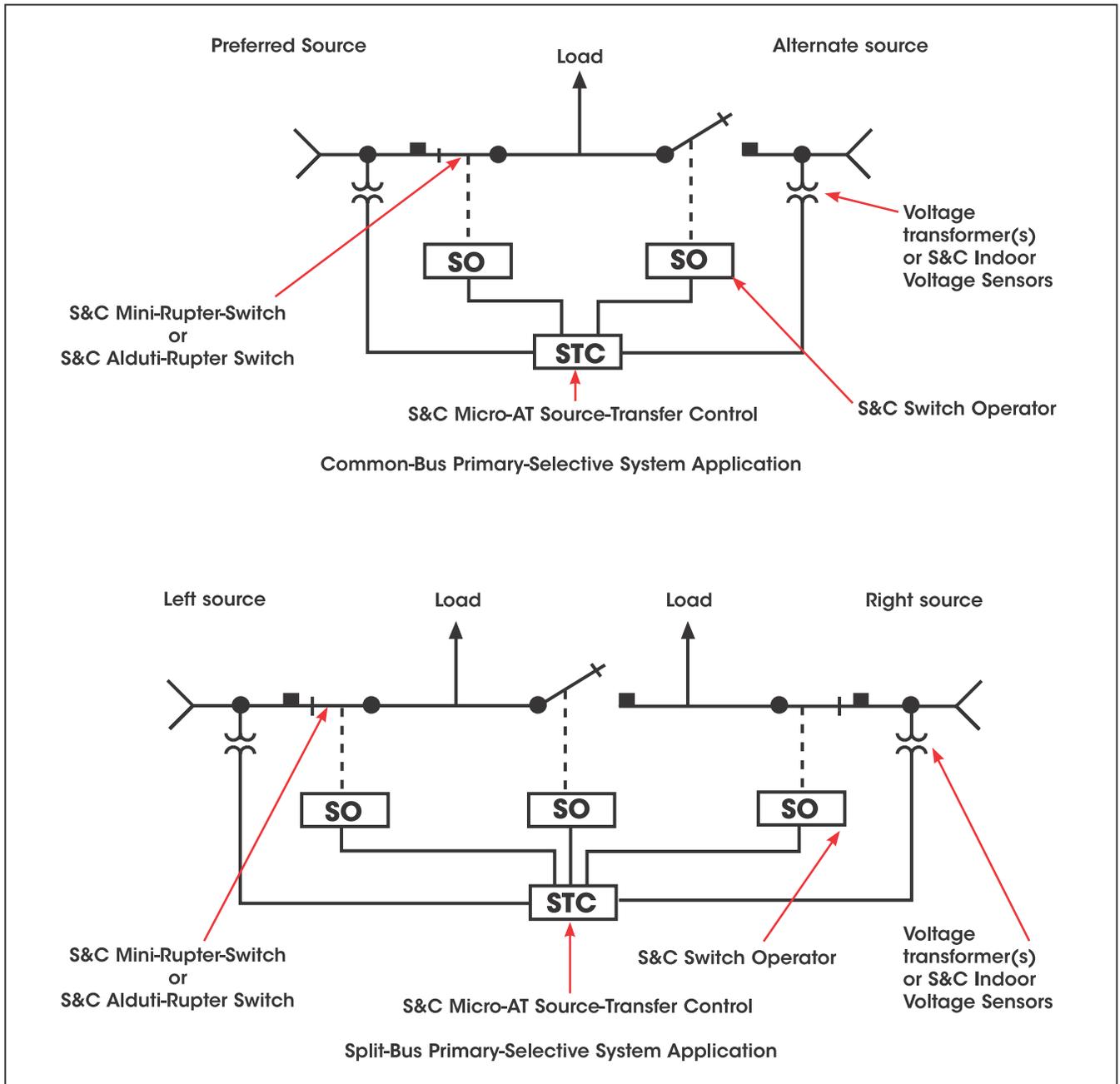


Figure 3. Application of Micro-AT Source-Transfer Controls in common-bus and split-bus primary-selective systems.

Voltage Sensing

In S&C Metal-Enclosed Switchgear, the voltage-sensing input circuitry of the Micro-AT Source-Transfer Control accommodates either of the following single-phase or three-phase voltage-sensing schemes:

- For single-phase sensing, one line-to-ground connected voltage transformer per source
- For three-phase sensing, three line-to-ground connected voltage transformers, one line-to-ground connected voltage transformer and two S&C Indoor Voltage Sensors per source, or two line-to-line connected voltage transformers per source

In S&C Source-Transfer Pad-Mounted Gear, the voltage-sensing input circuitry of the Micro-AT control accommodates three-phase voltage sensing provided by three S&C Indoor Voltage Sensors per source.

In the event that, on either source, the voltage sensed by the voltage transformer or voltage sensor on phase 2 is higher or lower than the known output voltage of another voltage transformer on the system (as determined by independent measurement), the Micro-AT Source-Transfer Control may be field-programmed to **Set Base Left** and/or **Set Base Right** settings. In so doing, the voltage-sensing input circuitry of the source-transfer control is calibrated to this known voltage.

In instances where the metal-enclosed gear has been equipped for three-phase source voltage sensing, an output-voltage magnitude unbalance and/or phase-angle unbalance will likely exist between the sensing devices on each source. The Micro-AT Source-Transfer Control may be field programmed to **Normalize Left** and/or **Normalize Right** settings to compensate for such differences on the left source and the right source, respectively.

Unbalance Detection

An **Unbalanced Voltage Detection** feature may be field programmed in the Micro-AT Source-Transfer Control in instances where the metal-enclosed gear has been equipped for three-phase voltage sensing. This feature protects the loads from any source-side open-phase condition at the same system voltage level as the metal-enclosed gear— whether caused by utility-line burn-down, broken conductors, single-phase switching, equipment malfunctions, or single-phasing resulting from blown source-side fuses. The unbalance detection feature continuously develops and monitors the negative-sequence voltage to detect any unbalance present as the result of an open-phase condition.

If the voltage unbalance exceeds a preset reference level for a period of time sufficient to confirm the loss is not transient, an output signal is produced that initiates automatic transfer to the other source. By monitoring negative-sequence voltage, the unbalance detection feature

detects virtually all source-side open-phase conditions, even those where backfeed defeats simple voltage-magnitude sensing schemes.

Overcurrent Lockout

An **Overcurrent-Lockout** feature may be field-programmed in the Micro-AT Source-Transfer Control in instances where the metal-enclosed gear has been equipped with S&C Current Sensors on the sources. This feature prevents an automatic-transfer operation that would close a source interrupter switch or bus-tie interrupter switch into a fault, thereby avoiding further utility-system disturbance.

An overcurrent in excess of the preset level will activate the lockout circuit in the control. If the overcurrent is caused by a fault cleared by a source-side protective device, the prolonged loss of voltage will cause the associated source interrupter switch to open. At the same time, a **Lockout** mode will activate in the source-transfer control so the other source interrupter switch or the bus-tie interrupter switch will not automatically close into the fault. (If the overcurrent is caused by a fault that is cleared by a load-side protective device, however, there will be no prolonged loss of voltage, so the source-transfer control will not initiate any switching operations.)

The **Lockout** mode may be externally reset; however, a terminal block must be included in the metal-enclosed gear for attachment of user-furnished control wiring providing the appropriate reset signal.

Supervisory Control

A **Supervisory-Control** feature may be field programmed in the Micro-AT Source-Transfer Control, permitting switch operation from a remote location. This feature also requires that the metal-enclosed gear be equipped with a terminal block for attachment of user-furnished control wiring providing the appropriate supervisory control signals.

Remote Indication

A **Remote Indication** feature may be optionally furnished in the Micro-AT Source-Transfer Control. This feature permits remote monitoring of the presence or absence of source voltages, the **Manual** or **Automatic** operating mode, the status of the READY indicator, and the **Overcurrent Lockout** state. This feature requires that the metal-enclosed gear be equipped with a terminal block for attachment of user-furnished control wiring to remote indicators.

Test Panel

A **Test Panel** feature may also be optionally furnished. This feature permits checkout of the source-transfer scheme, unbalance detection, and overcurrent lockout using an external, adjustable three-phase source.

CITADEL
ELECTRIC GROUP, INC.
31710 E. Colbern Rd. * Oak Grove, MO 64075

E & S Excavating, LLC
9300 Holmes Rd.
Kansas City, MO. 64131

10/31/2022

Attn: Audrie Seeley

Regarding: MKC Airfield and Landside Design
Kansas City, Missouri
KCAD Project No. 62200529

Subject: Notice to Award Subcontract

Audrie Seeley,

Consider this letter as an intent for Citadel to award a subcontract to E&S Excavating, LLC if we are awarded the contract change order associated with Citadel's scope/proposal CCN#06 Rev1 Added S&C Switch w/Micro Switching.

Estimated excavation subcontract value: \$19,000.00

Respectfully,

Sean DesCombes
Project Manager
Citadel Electric Group

E & S EXCAVATING, LLC

UTILITIES * STRUCTURAL * GRADING

**9300 HOLMES ROAD
KANSAS CITY, MO 64131**

(816) 777-0192

FAX: (816) 777-0195

Date: November 3, 2022
Company: Citadel Electric
Attn: Sean DesCombes

Project name: MKC Airfield Transformer Relocation

Gentleman:

We are pleased to submit for your consideration our proposal for the above referenced project. Our price for the work as per plans and specifications is: **NINETEEN THOUSAND AND FIVE DOLLARS AND NO CENTS (\$19,005.00)**

We have included the following in our proposal:

1. Mobilization and Demobilize to site
2. Machine excavate as needed to expose existing conduits to allow others to re-route to new switch
3. Backfill and compact all excavated areas with either on site spoils, or imported AB3
4. Haul off all spoils
5. Provide AB3 or Gravel subgrade for new Sectionalizer Pad
6. Finish grade area
7. Overseed with Fescue seed

We have excluded the following in our proposal:

1. Permits
2. Traffic control
3. Overtime
4. Layout/surveying
5. Testing
6. Bonding
7. Asphalt/concrete patch back
8. Asphalt/concrete demo
9. Saw cutting
10. Rock Excavation

We would like to offer the following alternates for your consideration:

0

We have seen the following addendum:
0

Sincerely,

Eric O. Seeley
President

NOTE: Everything in the above proposal, if accepted, becomes part of the contract documents.

-

BRANCH 61A
3505 MANCHESTER TRFY
KANSAS CITY MO 64129-1338
816-921-8051
816-861-0304 FAX

211339016

Job Site

MKC AVIATION
10 NW RICHARDS RD
KANSAS CITY MO 64116-4253

Office: 816-697-6643 Cell: 816-215-1848

Customer #	: 798924
Quote Date	: 09/29/22
Estimated Out	: 06/05/23 12:00 PM
Estimated In	: 06/12/23 12:00 PM
UR Job Loc	: 10 NW RICHARDS RD, K
UR Job #	: 204
Customer Job ID:	
P.O. #	: TBD
Ordered By	: SEAN DESCOMBES
Written By	: DEREK TIMLER
Salesperson	: DEREK TIMLER

CITADEL ELECTRIC GROUP
31710 E COLBERN RD
OAK GROVE MO 64075-7284

**This is not an invoice
Please do not pay from this document**

QTY	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
2	2403410	GENERATOR 600-699 KVA		2,493.00	3,116.00	8,568.00	6,232.00
*****							x2
* RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS							24hr. run = (x2 factor) \$12,464.00
* OTHERWISE STATED							
* SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS							
* DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS							
* TRIPLE SHIFT = UNLIMITED USAGE							
* ** DOUBLE SHIFT IS 1.5 X SINGLE RATE **							
* ** TRIPLE SHIFT IS 2 X SINGLE RATE **							

* TO AVOID FUEL CHARGES THE UNIT MUST BE RETURNED WITH THE SAME							
* LEVEL OF FUEL IT HAD AT THE START OF THE RENTAL. YOU MAY OPT							
* FOR THE CONVENIENCE OF URI TO ARRANGE ONSITE FUELING SERVICES							
* AND INVOICE UPON YOUR REQUEST.							

30	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		22.00	28.00	77.00	840.00
30	241/5970	CABLE TAIL 4/0 MCAM BARE END	6.00	6.00	7.00	20.00	210.00
30	241/5980	CABLE TAIL 4/0 FCAM BARE END	6.00	6.00	7.00	20.00	210.00
1	2413697	TRANSFORMER 1250KVA MULTI TAP 480V 3PHASE DOWN TO 208V 3PHASE TRANSFORMER 1200AMP		2,098.00	2,099.00	2,100.00	2,099.00

SALES/MISCELLANEOUS ITEMS:			
QTY	Item	Price	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 99.000	99.00
1	DELIVERY CHARGE	2500.000	2,500.00
1	PICKUP CHARGE	2500.000	2,500.00
Sales/Misc Subtotal:			5,099.00
Agreement Subtotal:			14,690.00
Tax:			857.57
Estimated Total:			15,547.57

COMMENTS/NOTES:

CONTACT: SEAN DESCOMBES
CELL#: 816-215-1848

Estimated total: \$21,779.57

Fuel is estimated at 13 gals per hour @ 1/4 load
Estimated fuel is \$6.00 per gallon
7 days x 24hrs. x 1 generators = 168hrs of run time
168hrs x 13 gallon per hour = 2184 gallons
x2 generators = 4,368 gallons
4,368 x \$6.16 per gallon = \$26,906.88

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

PART III - FEDERAL CONTRACT PROVISIONS FOR
Non-AIP Funded Contracts

Application of References:

“**Contractor**” means any party to this agreement other than the Owner, including without limitation the prime contractor. “**Subcontractor**” means all subcontractors under contract with the Contractor.

Sec. A. Civil Rights General. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. B. Civil Rights – Title VI Solicitation Notice. The Kansas City Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Sec. 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:** The Contractor (hereinafter includes Consultants) 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. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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.
5. **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.
6. **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.

Sec. D. 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 U.S.C. § 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

U.S.C. § 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 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Sec. E. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards

for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Sec. F. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Sec. G. 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.

Sec. H. Immigration and Control Act of 1986. Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City to inspect its personnel records to verify such compliance.

Sec. I. Additional Records Requirements. In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.

Sec. J. Restricted Areas/Safety. 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 1542. Contractor agrees to be bound by and follow 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 1542. In the event Contractor, its officer, employees, invitees or Contractors 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.

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
<p>What is the reason for this legislation?</p>	<p align="center">Fact Sheet Color Codes</p> <p align="center">User Entered Field</p> <p align="center">User Select From Menu</p> <p align="center">For OMB Use</p>		
<p>Discussion (including relationship to other Council actions)</p>	<p align="center">Sponsor(s)</p> <p align="center">Programs, Departments, or Groups Affected</p> <p align="center">Sub-Program in Budget (page #)</p>		
	<p>Applicants/ Proponents</p>	<p align="center">City Department</p>	<p align="center">Other</p>
<p align="center">Citywide Business Plan Goal</p>	<p>Staff Recommendation</p>		
	<p>Board or Commission Recommendation</p>		
<p align="center">Citywide Business Plan Objective</p>	<p align="center">Future Impacts</p>		
	<p>Cost of Legislation current Fiscal Year</p>		
<p align="center">Citywide Business Plan Strategy</p>	<p>Costs in Future Fiscal Years?</p>		
	<p>Annual Revenue Increase/Decrease</p>		
	<p>Applicable Dates:</p>		
	<p>Prepared by:</p>		
	<p>Date Prepared:</p>		
	<p>Reviewed by:</p>		
	<p>Date Reviewed</p>		
	<p>Reference Numbers</p>		

ORDINANCE NO. 220920

Sponsor: Director of Aviation

Authorizing Change Order No. 5 in the amount of \$278,847.00 with Citadel Electric Group for the 62200529 - DT - Airfield and Landside Design Project; for a final contract amount of \$1,507,602.00 and authorizing the Director of Aviation to expend \$278,847.00 to satisfy the costs of the contract from previously appropriated funds.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute Change Order No. 5 in the amount of \$278,847.00, for a total contract amount of \$1,507,602.0 with Citadel Electric Group for the 62200529 - DT - Airfield and Landside Design Project. A copy of the change order is on file in the office of the Director of Aviation.

Section 2. That the Director of Aviation is hereby authorized to expend an amount not to exceed \$278,847.00 from previously appropriated funds in account number 23 – 8300 - 627270-62200529 - B to satisfy the cost of Change Order No. 5.

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Assistant City Attorney

User entered field

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File #: 220937

ORDINANCE NO. 220937

Sponsor: Director of Finance Department

Adopting the 2024-2028 Citywide Business Plan including City Goals, the Financial Strategic Plan, and the Balanced Scenario of the Five-Year Planning Model; and directing the City Manager to align departmental strategic plans and business plans to the Citywide Business Plan.

WHEREAS, the City Council adopted Resolution No. 120879 on October 11, 2012, stating the Council's intent to adopt a long-term financial plan and to review and update it on an annual basis; and

WHEREAS, the City Council adopted Resolution No. 130025 adopting the City's strategic plan of priorities and performance indicators; and

WHEREAS, the residents of Kansas City at the April 8, 2014, Special Election amended the City Charter in Section 804 to mandate the adoption of a Five-year Financial Plan by November 1 of each year; and

WHEREAS, since enactment of this Charter provision, the City Council has annually adopted a resolution approving a Citywide Business Plan including Council Goals, the Financial Strategic Plan, and the Balanced Scenario of the Five-year Planning Model; and

WHEREAS, the Mayor and City Council provided priorities to shape Goals and Objectives on July 10, 2020; and

WHEREAS, City staff specified Objectives and Strategies within City Goals on July 31, 2020; and

WHEREAS, City staff developed 87 strategies which will serve as action plans designed to facilitate completion of objectives within the timeframe of the Citywide Business Plan; and

WHEREAS, the Submitted Citywide Business Plan contains the City Goals, the Financial Strategic Plan, and the proposed Five-year Planning model; and

WHEREAS, the City Goals include Finance and Governance, Housing and Healthy Communities, Public Safety, and Infrastructure and Accessibility, with 18 total Objectives and 86 Strategies; and

WHEREAS, the Financial Strategic Plan proposes 13 financial objectives; and

WHEREAS, the Submitted Citywide Business Plan proposes a Five-Year Planning Model that addresses several objectives in the Financial Strategic Plan; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Council hereby adopts the following City Goals with the following Objectives and Strategies:

Finance and Governance

1. Reform the City's economic incentives to meet the policy objectives of the City Council
 - a. Develop a method to consistently report the financial impact of economic development incentives on taxing jurisdictions, including the City
 - b. Assess the need for an inter-departmental team to review new economic development incentive requests
 - c. Review citywide economic development policies and recommend areas for reform to support equitable and accessible development in all areas of Kansas City
 - d. Assess the organizational alignment of external organizations, statutory agencies and City departments as it relates to economic development.

2. Ensure the resiliency of City government
 - a. Develop an organizational standard of core competencies in law, human resources, and finance
 - b. Implement the PeopleSoft Strategic Plan for human resources and finance
 - c. Develop a strategy for upcoming tax renewals: Earnings Tax (2021), Temporary Health Levy (2023), KC Area Transportation Authority Sales Tax (2024), and Public Safety Sales Tax (2026)
 - d. Update financial policies to identify required actions in response to severe recession, natural disaster, or other financial shock
 - e. Identify solutions to structurally balance special revenue funds traditionally supported by the General Fund
 - f. Implement an outcomes-based budgeting system

- b. Expand the use of Low-Income Housing Tax Credits for the preservation and construction of new affordable housing units
 - c. Work in a renewed partnership with the Housing Authority of Kansas City and other stakeholders to actively create affordable housing in all areas of the City
 - d.
 - e. Create a range of homeownership assistance programs to remove barriers and encourage residents in all income groups to be homeowners
2. Broaden the capacity and innovative use of funding sources for affordable housing
- a. Capitalize and maintain the Housing Trust Fund
 - b. Align developer incentives with affordable housing production and commitment
 - c. Utilize Brownfield assistance programs to facilitate and support development of new infill affordable housing in established neighborhoods or on repurposed property
3. Invest in neighborhood stabilization and revitalization to reduce blight, ensure sustainable housing, and improve the wellbeing of residents while sustaining their diverse cultures
- a. Focus partnerships with neighborhoods, community groups, and agencies to support existing programs, events and initiatives for resident engagement and social equity
 - b. Provide well-cared-for green space for recreation, public events, and public enjoyment
 - c. Establish baseline criteria for the development of Health Prosperity Zones
 - d. Establish an interdepartmental work group that identifies the underlying causes of the City's racial divide and develop recommendations on how to address this problem
 - e. Integrate human and social benefits of housing policy with natural resource conservation and restoration
 - f. Propose and support Legislation to address environmental health hazards, including air and noise pollution
 - g. Update Food Code to ensure safety of food establishments

- h. Propose and support legislation and other initiatives to provide the City and local neighborhoods better control over the future of vacant properties
 - i. Develop an anti-illegal dumping campaign tied to health and environmental impact
4. Ensure all occupants of residences have quality, efficient, and healthy housing with minimal economic or regulatory barriers
- a. Develop and support actions to eliminate lead paint hazards
 - b. Promote expansion of energy efficient measures as part of housing preservation and new developments
 - c. Develop communication and other strategies to increase compliance with solid waste ordinances, with particular attention to enforcement
 - d. Promote housing mobility and assist residents with access to enhanced services and housing choices
 - e. Advocate for nondiscriminatory, Fair Housing at the state and national level
5. Address the various needs of the City's most vulnerable population
- a. Coordinate with external partners to address people experiencing homelessness and other vulnerable populations
 - b. Increase the level of supportive housing and treatment services to high risk populations to help them secure permanent housing
 - c. Create an interdepartmental work group to assess work being done related to homelessness and develop priorities and strategies to address issues related to homelessness
 - d. Reduce Sexually Transmitted Infections (STIs) and HIV/AIDS, particularly among adolescents
6. Utilize planning approaches to improve the City's neighborhoods
- a. Update the City's comprehensive plan
 - b. Establish standardized guidelines for area implementation committees based on best practices

- c. Develop and implement a plan to foster entrepreneurship, small business growth, and development
- d. Implement the digital equity strategic plan for all residents to have access to the same information technology resources

Public Safety

1. Reduce violent crime among all age groups, placing an emphasis on young offenders
 - a. Set aside annual funding to partner with local schools and provide year-round internship opportunities for students, as is feasible
 - b. Empower all patrolling/enforcement City staff to report dumping and other property violations
 - c. Collaborate across departments to implement a messaging campaign supporting positive social norms and behaviors across all age groups, with an emphasis on youth and young adults
 - d. Provide educational training through KPCP to youths and young adults inside and outside the classroom which affords them with the information necessary to make positive decisions and avoid negative influences
2. Evaluate and identify areas of opportunity in the emergency response delivery system to ensure the best possible patient outcome
 - a. Ensure that staff are trained in trauma-informed care approaches to client service
 - b. Develop programs to handle mental health crises using neighborhood leaders to identify and administer Mental Health First Aid (especially to young adults)
 - c. Expand the City's surge capacity for major outbreaks of disease
 - d. Develop programs and messaging around life safety and injury prevention for the community focusing on vulnerable populations
 - e. Promote expanded automatic aid agreements with neighboring communities to enhance coverage and increase efficiency
 - f. Restore International Academies of Emergency Dispatch accreditation to KCFD Communications Center
 - g. Improve the cardiac survival rate through internal and external training in CPR and other life-saving techniques

- h. Develop initiatives to reduce the number of high utilizers of emergency response services and non-emergent calls
 - i. Ensure interoperability of Police communications are established immediately for mass causality scenes
- 3. Improve the diversity of employee recruitment, succession planning, and retention in the Police and Fire Departments
 - a. Develop programs with other fire service and EMS agencies to leverage the regional pool of applicants to increase diversity and reduce competition
 - b. Recruit a diverse group of teens and adults into careers in Police and Fire service
- 4. Increase effectiveness and efficiencies of operations at Municipal Court and work to achieve the best possible outcomes for those served
 - a. Encourage the maintenance of positive relationships between minors and their incarcerated parents
 - b. Implement a brief Adverse Childhood Experiences (ACEs) survey for households served by the department and refer client families to the Health Department for further support
 - c. Improve access to justice by expanding online partial payments and virtual court dockets
 - d. Develop opportunities to expand education about the municipal judicial system to help build trust between the Court and the Community

Infrastructure and Accessibility

- 1. Enhance the City's resiliency and equity through a safe, efficient, convenient, inclusive, accessible, sustainable, and better connected multi-modal transportation system
 - a. Optimize the City's transit investment to enhance mobility and meet community needs
 - b. Continue to implement complete streets and Vision Zero plans to enhance pedestrian connectivity
 - c. Implement transportation solutions that provide inclusive and equitable access and connect places

- d. Utilize the City's Transit Oriented Development Policy to encourage higher density for new housing developments within close proximity of frequent public transit service
2. Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
 - a. Update the City's Climate Protection Plan with new goals for greenhouse gas emission reduction, incorporating new strategies for climate adaptation, mitigation, resilience, and the long-term removal of carbon dioxide from the atmosphere
 - b. Reduce financial impacts of the City's Smart Sewer Program by proactively working with the EPA to adjust the timeline for project completion
 - c. Implement the City's Smart Sewer Program by practicing adaptive management approaches and integrating green infrastructure
 - d. Collaborate with Evergy to support implementation of the Renewables (non-carbon-based power) Direct Program
 3. Increase and support local workforce development and minority, women, and locally-owned businesses
 - a. Adopt Workforce Disparity Study and begin implementation of broader workforce development programs across City and statutory agencies
 - b. Develop a plan to prioritize the hiring of local companies by the City and statutory agencies
 4. Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
 - a. Implement improvements at the City's convention and entertainment venues to successfully host conventions, tradeshow and meetings, while maximizing economic impact for the City
 - b. Develop a plan to track and preserve investment in City-owned historic and cultural assets
 - c. Monitor the finance, design, and construction of the Airport's Terminal Modernization Program to bring it in on time and on budget

- d. Develop and update sustainable infrastructure plans that include a comprehensive asset management plan for critical assets that include the goal of keeping infrastructure assets at good or better condition

Section 2. That the City Council hereby adopts the Financial Strategic Plan including the following priorities:

1. Revise the Fund Balance and Reserve Policy to account for amounts above the General Fund Unreserved Fund Balance goal of at least two months operating expenditures
2. Update financial policies to identify required actions in response to severe recession, natural disaster, or other financial shock
3. Identify solutions to structurally balance special revenue funds traditionally supported by the General Fund
4. Adopt a model portfolio of services and adjust the City's expenditure ratios as needed to maintain portfolio balance
5. Seek legislative relief with regard to the five-year renewal of the earnings tax
6. Ensure that fee-supported services are self-supporting to the extent practicable
7. Commission a tax burden study
8. Develop a comprehensive debt portfolio report to demonstrate compliance with the codified debt policy objectives
9. Attain a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs
10. Develop and implement a comprehensive risk management program
11. Implement an outcomes-based budgeting system
12. Develop a long-range funding plan for pension, healthcare, and other post-employment benefits
13. Create a comprehensive financial recovery plan to mitigate the impact of the recession caused by the COVID-19 pandemic

Section 3. That the City Council hereby adopts the Balanced Scenario in the Five-Year Planning Model that addresses objectives identified in this resolution and that includes the following assumptions:

Assume FY 2022-23 Adopted Budget plus the following conditions:

- Assumes annual wage increases in each year of the five-year financial plan at 3.0% for FY 2024, 3.5% for FY 2025 and 4.0% beyond. Collective bargaining agreement terms are included
- Assumes the increase in service levels for recycling carts pursuant to Ordinance No. 220383
- Assumes debt at same level in the General Fund in future years for upcoming fleet replacement needs
- Assumes a vacancy factor of 10% to account for normal attrition
- Assumes a modest economic downturn starting recovery in FY 2025
- Assumes an increase in operating expenditures in FY 2024 to account for ongoing inflation
- The General Fund subsidizes the anticipated shortfall in all other governmental activities funds (Special Revenue, Debt, Capital)

Section 4. That the City Council directs the City Manager to include the assumptions of the Financial Strategic Plan, the Five-Year Planning Model, and year one of the GOKC Bond Plan in the Submitted FY 2023-24 Budget.

Section 5. That the City Council directs the City Manager to direct the strategic and business planning of City departments and to align departmental strategic plans and business plans to the Citywide Business Plan.

Section 6. That the City Council may update and enhance the Citywide Business Plan and the Council's adopted priorities through the Council committee process.

..end

Approved as to form and legality:

Chivonne Scott
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	
		Approval Deadline:	
LEGISLATION IN BRIEF:			
What is the reason for this legislation?	Fact Sheet Color Codes User Entered Field User Select From Menu For OMB Use		
	Sponsor(s) Programs, Departments, or Groups Affected Sub-Program in Budget (page #)		
Discussion (including relationship to other Council actions)	Applicants/ Proponents	City Department	Other
	Staff Recommendation		
Citywide Business Plan Goal	Board or Commission Recommendation		
Citywide Business Plan Objective	Future Impacts 		
	Cost of Legislation current Fiscal Year		
	Costs in Future Fiscal Years?		
Citywide Business Plan Strategy	Annual Revenue Increase/Decrease		
	Applicable Dates:		
	Prepared by:		
	Date Prepared:		
	Reviewed by:		
	Date Reviewed		
	Reference Numbers		

