



**PUBLIC WORKS
ENGINEERING**

Engineering P: (913) 573-5311
701 North 7th Street, 712 F: (913) 573-5766
Kansas City, KS 66101 E: info@wycokck.org

SOLICITATION

Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study

NOTICE OF NEED N41213

The Unified Government of Wyandotte County/Kansas City, Kansas (UG) desires to obtain the professional engineering services of qualified companies for the structural evaluation and potential design of two bridges in Kansas City, Kansas located over the Kansas River, one at Central Avenue and one at Kansas Avenue (east of US-169). Consultants may submit proposals for either one or both locations.

Any questions regarding this Notice of Need (NON) shall be directed in writing to the attention of the buyer via email, to the Office of Procurement and Contract Compliance, ATTN: Teresa Houchins, thouchins@wycokck.org, 913-573-5244, 701 N. 7th Street, Room 649, Kansas City, KS 66101. Telephone conversations must be confirmed in writing by the interested party. Tasks to be performed by the consultant are listed on the attached "Scope of Work".

Submission of qualifications:

Interested parties shall submit a statement of qualifications. Submittal requirements are listed in the attached "Proposal Format". Applicants may submit proposals for either one or both bridge locations.

Due to limited staffing and to be fair to all applicants, selection committee members will not be available to meet individually with each applicant. The UG will hold a non-mandatory informational meeting to answer any questions regarding this Request for Proposals. This meeting will be held at **2:30 pm on Tuesday, November 6, 2024**, as a virtual meeting via Teams. Consultants interested in attending this meeting should email Dave Clark at dclark@wycokck.org to request a link to join the meeting. All questions outside of the informational meeting shall be submitted to Teresa Houchins by **2:00pm on Friday, November 15, 2024**.

Submit one (1) hard copy of the letter of interest and statements of qualifications for each bridge location, clearly marked "**NON N41213, Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study**". Hard copies shall not be bound in any way. The submission will also include one (1) Flash Drive of all information in .pdf format.

Submit to:

**Unified Government Clerks Office
701 N. 7th Street, Room 323
Kansas City, Kansas 66101**

By 2:00 p.m. Tuesday, November 26, 2024



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Selection process:

The selection of the firm(s) will be based on a variety of factors which may include the firm's general project approach, the firm's qualifications as presented, the quality and presentation of the proposal, the firm's past performance, and other information requested in the "Format of Submittals" as well as any additional information provided by the firms.

1. Following the close of the submission period, the proposals will be reviewed by UG selection committee.
2. The UG may ask for clarifications or expansion of information submitted by any or all including any amendments or, at its discretion, prepare a short list and hold interviews for selected firms.
3. Upon completion of their review, the selection committee will formalize the selection of the firm(s).
4. The selected firm(s) will be notified, and the Professional Services Agreement will be sent out. Firms not selected will be notified in writing.

The UG reserves the right to select or reject any or all responses submitted, waive any formal response requirements, investigate the qualifications and experience of any respondent, reject any provisions in any response, obtain new responses, negotiate the requested services and contract terms with any respondent, and/or proceed to do the work otherwise. The UG is not responsible for any costs incurred by respondents in preparing responses or attending meetings during the selection process.

The UG reserves the right to retain all responses and information submitted and to any idea or concept contained in any submitted information regardless of whether that firm is selected. Submittal of a response indicates acceptance by the respondent of all these terms and conditions.

This NON is valid until a selection is made.

Attachments:

- Background Information
- Scope of Work
- Deliverables
- Work Schedule
- Proposal Format
- Sample Professional Services Agreement
- ARPA Contract Addendum



BACKGROUND INFORMATION

Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study

Kansas Avenue Bridge over the Kansas River:

Brief Background:

- The Kansas Avenue Bridge over the Kansas River is more than 100 years old and is jointly owned by the UG and KCMO.
- In July 2022, the Engineering firm HNTB, hired by KDOT to inspect fractural critical bridges throughout the state, recommended the closure of the bridge.
- Consequently, the bridge was closed in July 2022.

Temporary Repair:

- In the Fall of 2022, the UG Board of Commissioners approved funding for temporary repairs to the bridge, with the expectation that the repairs would provide access to the bridge for an uncertain period.
- Status update as of August 1, 2024: Upon further investigation into the extent of defects throughout the structure that require remediation to safely open the bridge, additional funding is required to advance with repairs. Significant cost elements, including substantial temporary shoring supports, river barge mobilization, and material prices, will contribute to a rehabilitation cost representing nearly one-half of a full structure replacement. Further consideration should be given to possible failure mechanisms based on the failure of a Pennsylvania bridge in January 2022 with similar structural elements. It is in the best interest of the UG to evaluate all available options for the long-term serviceability of the Kansas Avenue Bridge and corridor.

Mega/Infra Grant Application:

- UG PW, in partnership with KCMO, submitted a federal funding application for a FY23 Mega/INFRA grant through the Multi-Disciplinary Project Grant program (part of the IJJA).
- UG was notified in February 2024 that the grant application was not selected for award.
- The grant application information will be provided to the successful proposer for consideration in their evaluation of the bridge(s).

Central Avenue Bridge over the Kansas River:

Brief Background:

- The portion of the bridge over the river consists of two decks, an upper and a lower, and is over 110 years old.
- This section of the bridge connects to a bridge owned by KDOT on the west side. The section over the river that is closed is owned and maintained entirely by the UG.
- In February 2021, the engineering firm HNTB, hired by KDOT to inspect fractural critical bridges throughout the state, recommended the closure of the bridge. Benesch, an additional engineering firm, confirmed this recommendation after a peer review.
- As a result, the bridge was closed in February 2021.
- This bridge does not qualify for the Mega/Infra Grant due to its bridge classification.



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- The average daily traffic (ADT) for the Central Ave Bridge prior to closure was approximately 4,800 vehicles per day.
- There are two State Highways and another local river crossing within 4,000 feet of this location:
 - I-670 is located approximately 1,400 feet to the south.
 - I-70 is located approximately 4,000 feet to the north.
 - James Street Bridge is located approximately 3,300 feet to the north.
- Traffic analysis indicates that the increase in travel time for traffic that previously used the bridge is approximately 1-2 minutes.
- If the bridge is removed, there may be opportunities to receive payment per linear foot of deck removed through KDOT's Local Bridge Improvement Program (BIL) as well as funding from KDOT related to their Central and I-70 project, see below.

KDOT's Central and I-70 Project:

- KDOT has commenced the design of a replacement interchange at Central and I-70.
- This project will directly tie into the UG's Central Ave Bridge.
- The UG's decision regarding the Central Ave Bridge over the river could impact KDOT's project, and if the bridge is removed, there may be a monetary benefit to KDOT for which they may compensate the UG.
- As part of KDOT's project, a NEPA Environmental Assessment will be completed to evaluate the impacts of their replacement structure(s). Beyond the footprint of their own project, KDOT has extended the limits of this assessment to the eastern banks of the Kansas River to facilitate the possibility of federal funding assistance for a conceptual UG river crossing replacement.
- KDOT's consultant, Benesch, will develop a conceptual river crossing replacement structure in collaboration with the preferred alternative from KDOT's Central over I-70/UPRR project.
- The Environmental Assessment is anticipated to be complete by November 2025.

Other UG Legal Bridge Structures:

Federal Bridge Investment Program (BIP):

- PW engineering has been working on bundling multiple UG-owned legal bridges (mostly box culverts) to submit for the Federal Bridge Investment Program (BIP) grant.
- We have been asked to consider this program for the replacement of the Central Ave Bridge over the Kansas River.
- The rough estimated cost of the Central Ave Bridge project is approximately \$70M.
- If successful in obtaining the grant, bundling multiple UG legal bridges together, the \$70M could be utilized to replace every legal structure in the UG's "poor" or "closed" condition (except Central and Kansas Ave Bridges), as well as address deferred maintenance on all legal bridges in our system.



SCOPE OF WORK

Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study

The scope of work shall include all engineering services necessary to evaluate the following options:

1. Conceptual design for the removal and replacement of the bridge
2. Repair and/or rehabilitation of the bridge
3. Removal of the bridge without replacement.

Each option shall include a total project cost estimate. Option 1 shall include the development, evaluation, coordination, and selection of a preferred design, including the conceptual layout and bridge section.

The scope of work should also include public involvement/engagement services, including display boards or other materials that may be needed for public meetings and/or hearings.

The following services are not explicitly required as part of this project but may be requested through future supplementals:

- Engineering Design Services
- Owner's Representative for Alternative Delivery
- Geotechnical services
- Construction phase services
- Value Planning/Value Engineering
- Grant application services
- Environmental assessments/clearance services

The projects shall adhere with all applicable Federal , State, and local standards and regulations.



DELIVERABLES

Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study

The firm shall provide a preliminary engineering study to include the recommended option and any necessary supporting information. This shall include but is not limited to:

- Narrative of each option
- Drawings, illustrations, and/or exhibits needed to depict the options and conceptual designs
- Total project cost estimates for each option
- Cost-benefit analysis
- Supporting data and documentation
- Grant/Federal and/or State funding opportunities



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WORK SCHEDULE

Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study

Both studies are being funded by the American Rescue Plan Act (ARPA), and quarterly reporting will be required.

The selected firm must be available to start the work in the first quarter of 2025.

All work and deliverables are to be completed and closed out by December 31, 2025.



PROPOSAL FORMAT

Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study

Proposals should include the following:

Introduction/Cover Letter (1 page)

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Understanding of the Project (1 page per bridge location)

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule. If the offeror is submitting the proposal for both bridge locations, this section can be up to two pages.

Approach/Methodology Used for the Project (5 pages per bridge location)

Offerors must provide a comprehensive narrative statement that sets out the approach or methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule. If the offeror is submitting the proposal for both bridge locations, this section can be up to ten pages.

Management Plan for the Project (3 pages)

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule, which is constrained by ARPA federal funding requirements and deadlines.

Experience and Qualifications (8 pages)



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Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team. Include at least the project manager, project engineer, and any subconsultants.

Provide a ½-page resume for key personnel who will work on this project, to include at least the following information:

1. title,
2. relevant licenses and qualifications,
3. brief resume, and
4. location(s) where work will be performed

For the firm, provide capacity and capability of experience on 2-4 similar projects your company has recently completed or is doing now, and provide reference names and phone numbers for these projects.

Provide a statement confirming your firm's experience and expertise with the applicable federal and state requirements and mandates (ARPA, EPA, KDHE, and KDOT).

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT (“Agreement”) made as of _____, 20__ between the Unified Government of Wyandotte County/Kansas City, Kansas (“Unified Government”), and _____ (“Consultant”).

WHEREAS, the Unified Government is in need of professional assistance for the Central Avenue Bridge and Kansas Avenue Bridge Engineering Evaluation and Study, (hereinafter called the "Project"); and

WHEREAS, the Unified Government has utilized the procedures for selection of a consultant found in Chapter 29, §29-153 et seq. of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, and 2 CFR 200.317 through 200.327 of the Code of Federal Regulations in this consultant selection process; and

WHEREAS, the Consultant represents that he has sufficient experience and qualified personnel to perform, and the Unified Government desires the Consultant to perform, the professional services herein described; and

WHEREAS, the Unified Government has determined that, of those who responded to the Unified Government's solicitation, the Consultant is the best qualified to provide the professional services described herein.

NOW, THEREFORE, the Unified Government and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the Unified Government as set forth below.

ARTICLE I **Scope of Services**

The Consultant shall provide the Unified Government professional services listed in the Scope of Work, attached as Exhibit A, and made part of this Agreement.

Upon request by the Unified Government, the Consultant may provide supplemental services after execution of this Agreement without invalidating the Agreement. The Consultant shall not provide any such supplemental services without prior written authorization from the Unified Government. Compensation for supplemental services shall be based on the hourly rates provided in Exhibit C, attached and made part of this Agreement, or as negotiated at the time of the request. Hourly rates shall include salary, benefits, overhead and profit due to the Consultant.

ARTICLE II **Compensation**

The Unified Government shall pay the Consultant for services performed, as outlined in Exhibit B, “Cost Proposal” at an hourly rate plus the actual cost of reimbursable expenses basis. Total compensation for hourly costs and reimbursable expenses shall not exceed the maximum

compensation listed in Exhibit B. Exhibit B is attached and made part of this Agreement.

Reimbursable expenses shall mean the actual expenses incurred by the Consultant in connection with the Project, including but not limited to fees of the Consultant's independent professional consultants and travel and subsistence for out-of-town project team members pursuant to the Unified Government's Human Resources Guide regarding policy on travel. Unless otherwise agreed to on a project-by-project basis, all other expenses including vehicle mileage, local and long-distance telephone, fax, cell phones, printing, reproductions, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates and shall not be billed or reimbursed separately.

At monthly intervals, the Consultant shall submit to the Unified Government a certified invoice for allowable costs incurred in the performance of this Agreement during the month. The Unified Government shall pay the Consultant within thirty days after approval of such invoice and after approval by the Unified Government of any required design, drawings, and report.

ARTICLE III

Time

The terms of this agreement shall remain in force until December 31, 2026. The Consultant agrees to complete the services outlined in each proposed assignment within the times listed in the proposal for such assignment. In the absence of written directions to the contrary, receipt of the purchase order shall be the Consultant's Notice to Proceed for the Project. The proposed Project time shall include reasonable review time by the Unified Government, and other governmental agencies.

Solely at the discretion of the Unified Government, an extension in time may be granted to the Consultant for delays recognized by the Unified Government as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in accordance with Article VI, Section 11.3 herein.

ARTICLE IV

Unified Government's Responsibilities

Unified Government shall do the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide all requirements for the Project, including design objectives and constraints, capacity and performance requirements, and budgetary limitations.
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project the Consultant shall have an obligation to independently verify the information contained in reports, plans and maps,

which are furnished by the Unified Government.

- 3. Furnish design and construction standards, and the Unified Government's standard construction contract language.
- 4. Review Consultant's draft submittals.
- 5. Sign and submit permits required by all applicable regulatory agencies.
- 6. Attend design review meetings, pre-bid, and preconstruction conferences, and construction meetings.
- 7. Negotiate and pay for rights of way and easements necessary to complete the project.
- 8. Advertise the Project for construction bids, distribute bidding documents and receive and open construction bids.
- 9. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the consultant shall do the following:

- 1. Comply with local, state, and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs this project.
- 2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet project requirements and Unified Government's design standards.
- 3. Immediately upon expiration or termination of the Agreement, return to the Unified Government all studies, maps, and other data furnished to the Consultant by the Unified Government pursuant to this Agreement.
- 4. Maintain insurance throughout the duration of this contract and, upon request of the Unified Government, furnish a certificate of insurance evidencing policy's effective date, type of coverage, and policy limits. The minimum insurance requirements are:

- (a) Worker's Compensation and Employer's Liability
 - Workers' Compensation
 - Employers' Liability
- (b) Comprehensive
 - Automobile
 - Liability Bodily

	Injury	Statutory
		Statutory
	Property Damage	
(c)	Comprehensive General Liability	\$500,000 each person
	Bodily Injury	\$500,000 each accident
		\$500,000 each occurrence
	Property Damage	
(d)	Professional Liability Insurance	\$1,000,000 each person
		\$1,000,000 each accident
		\$1,000,000 each occurrence
		\$1,000,000 each occurrence and in the aggregate

Additional Insured endorsement shall read exactly as follows:

The Unified Government of Wyandotte County/Kansas City, Kansas, shall be named as an additional insured with respect to the work performed for the contract(s): **RFP XXXX “Project Name.”**

Certificate Holder:

Provide BID or RFP Number and Title in the “miscellaneous” area of certificate.

Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas – Department of Procurement and Contract Compliance, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

5. Employ qualified persons to efficiently perform the obligations and duties of the Consultant under this Agreement. If the Unified Government directs, the Consultant shall remove from the Project any engineer, architect, surveyor, technician, project manager, geologist, appraiser, or other person employed by the Consultant in connection with the work.

ARTICLE VI

General Provisions

1. **Governing law and Venue.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
2. **Compliance with Law.** Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority to Contract.** Consultant represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify Consultant for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, Consultant shall pay the Unified Government occupation tax prior to execution of the Agreement.

7. **Licenses and Permits.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective.

Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to Consultant.

9. **Contract Personnel.** Any change in key personnel must be approved, in advance and in writing, by the Unified Government. Consultant shall notify the Unified Government of impending change in key personnel at least ten days before such change. Personnel changes that are not approved by the Unified Government may be grounds for termination of this Agreement.

10. **Ownership of Information.** All drawings, specifications, renderings and models and other design work (including CAD and electronic files) prepared the Project, including all copyrights thereto, are the property of the Unified Government whether the Project is executed or not, and shall not be used by any person other than the Unified Government on projects other than the Project unless expressly authorized in writing by Unified Government. Without limitation, the Unified Government may use all drawings, specifications, renderings and models and other design work (including CAD and electronic files) prepared for the Project, including the ideas and designs contained therein in connection with the further design, construction, use, maintenance, repair, and occupancy of the Project, and in connection with additions, alterations, or future construction to the Project. The Consultant specifically agrees to incorporate the provisions of this paragraph in all contracts for the services of its Subconsultant. All drawings, specifications and other documents and copies furnished to Consultant by the Unified Government are for use solely with respect to this Project. They are not to be used by the Consultant or any Subconsultant on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Unified Government. Subconsultants hired to perform work on this Project are granted a limited license to use and reproduce applicable portions of the drawings, specifications, and other documents to and for use in the execution of their work under this Contract. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project shall not be construed to be a publication or derogation of the rights of the Unified Government, the Consultant, or any Subconsultant with respect to such drawings, specifications,

and other documents. Provisions of this paragraph shall survive termination and/or completion of this Contract. All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by Consultant in connection with the work pursuant to this Agreement, shall be in the Unified Government.

11. **Termination for Default.**

11.1 **Default.** If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

11.2 **Compensation.** The Unified Government shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Consultant such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Consultant because of the default.

11.3 **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this contract in accordance with its terms if the Consultant has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as, acts of God; acts of the public enemy; acts of terrorism; acts of the Unified Government and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the Unified Government under the clause entitled "Termination for Convenience".

11.4 **Erroneous Termination for Default.** If, after notice of termination of the Consultant's right to proceed under the provisions of this Section, it is determined for any reason that the Consultant was not in default under the provisions of this Section, and both the Unified Government and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

11.5 Breach of Contract. The following acts committed by Consultant will constitute a substantial breach of the Agreement and may result in termination of the Agreement.

- (a) If Consultant is adjudged bankrupt or insolvent;
- (b) If Consultant makes a general assignment for the benefit of its creditors
- (c) If a trustee or receiver is appointed for Consultant or any of its property;
- (d) If Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- (e) If Consultant repeatedly fails to supply sufficient services;
- (f) If Consultant disregards the authority of the Procurement Officer;
- (g) Acts other than those specified may constitute substantial breach of this Agreement.

12. Termination for Convenience.

12.1 Termination. The Procurement Officer may, when the interests of the Unified Government so require, terminate this Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

12.2 Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Consultant will stop work to the extent specified.

12.3 Compensation. The Procurement Officer shall pay the Consultant the following amounts:

- (a) All costs and expenses incurred by the Consultant for work accepted by the Unified Government but performed by Consultant prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.
- (b) All costs and expenses incurred by the Consultant for work not yet accepted by the Unified Government but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and service not performed by the Consultant shall not be allowed.

13. Disputes.

13.1 All controversies between the Unified Government and the Consultant which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Consultant for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Consultant may proceed as if an adverse decision had been received.

- 13.2 The Procurement Officer shall immediately furnish a copy of the decision to the Consultant by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- 13.3 Any such decision shall be final and conclusive, unless fraudulent, or the Consultant brings an action seeking judicial review of the decision in the Wyandotte County District Court.
- 13.4 The Consultant shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government, provided, however, that in any event the Consultant shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the Agreement is essential to the public health and safety.
- 13.5 Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.
14. **Representations.** The Consultant certifies that:
 - 14.1 The price submitted is independently arrived at without collusion.
 - 14.2 The Consultant has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Chapter 29 (Procurement Code), Article XII of the Unified Government of Wyandotte County and Kansas City, Kansas Code of Ordinances (Code of Ordinances).
 - 14.3 The Consultant has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
 - 14.4 The Consultant represents that it has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
15. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, Consultant shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
16. **Equal Employment Opportunity.** During the performance of this Agreement, the Consultant agrees as follows:
 - 16.1 The Consultant will observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and any subsequent amendments, and will not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.

- 16.2 The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 16.3 The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- 16.4 The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant.
- 16.5 The Consultant shall assure that it and all subconsultants will implement the certificate of compliance in connection with this Agreement.
- 16.6 If the Consultant fails, refuses or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and the Consultant may be declared ineligible for any further Unified Government contract for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Consultant shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.
- 16.7 The Consultant shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Human Rights Commission or by the Unified Government.
- 16.8 The Consultant, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.
17. **Availability of Records and Audit.** Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. During the specified record retention period, the Consultant agrees to make available at the Unified Government offices any records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, Consultant shall preserve and make available to persons designated by the Unified Government its records for a period of three

years from the date of final payment under the Agreement, as required under 2 CFR §200.334, or until all audit questions have been resolved, whichever period is longer.

18. **Assignment.** Neither the Consultant nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
19. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
20. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
21. **Indemnification.** Consultant shall indemnify and hold the Unified Government of Wyandotte County/Kansas City, Kansas and its employees harmless arising from and against damages, liabilities, losses, and costs, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of the Consultant, or of those for whom the Consultant is legally liable, which arise out of the Consultant's performance of its professional services under this Agreement.
22. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify the Consultant for any liability whatsoever.
23. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Consultant's liability to the Unified Government as such liability may exist by or under operation of law.
24. **Binding on Successors.** The Unified Government and the Consultant each is hereby bound, and the partners, successors, administrators and legal representatives of the Unified Government and the Consultant are hereby bound, to the other party in respect of all covenants and obligations of this agreement.
25. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

ARTICLE VII

Exhibits

The following Exhibits are attached to and made a part of this agreement:

1. Exhibit A. "Scope of Work"
2. Exhibit B. "Cost Proposal"
3. Exhibit C. "Hourly Rate Schedule"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Recommended for approval by:

Engineering Department

Approved as to form by:

Legal Department

**Unified Government of Wyandotte County/Kansas
City, Kansas**

By: _____
County Administrator

Attest: _____
City Clerk

Consultant:

Consultant Name and Address

By: _____

Attest: _____

Title: _____

Title _____

Exhibit A: Scope of Work

Exhibit B: Cost Proposal

Exhibit C: Hourly Rate Schedule

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

American Rescue Plan Act (ARPA) Contract Addendum

This addendum is made and entered into this ____ day of _____ 2024, by and between the Unified Government of Wyandotte County/Kansas City, Kansas and _____ (Contractor), adding additional terms to the Professional Service Agreement dated _____.

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Unified Government of Wyandotte County, Kansas City, Kansas (Unified Government) by the US Department of Treasury under the American rescue Plan Act (“ARPA Funds”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the Unified Government must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the “Regulatory Requirements”). Additionally, pursuant to the Regulatory Requirements, the Unified Government must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds and Pursuant to 2 C.F.R. §200.327 the Unified Government must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum.

The following terms and conditions apply to you, the professional engineering consultant (Contractor), as a contractor of the Unified Government, according to the Unified Government’s Award Terms and Conditions signed on May 11, 2021; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Breach of Contract.** Any breach of Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the Unified Government incurs damages as a result of Contractor’s breach, the Unified Government may pursue recovery of such damages from Contractor. The Unified Government retains the right to seek specific performance of the Contract at any time as authorized by law. The Unified Government further retains the right to otherwise pursue any remedies available to it as a result of the Contractor’s breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties.
 - a. *Remedies for Non-Performance.* If Contractor fails to perform any of its obligations under this Contract, the Unified Government may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:
 - b. *Suspend Performance.* The Unified Government may require the Contractor to suspend performance of all or any portion of the Work pending necessary corrective action specified by the Unified Government and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and

incurring costs upon delivery of a notice of suspension by the Unified Government.

- c. *Withhold Payment Pending Corrections.* The Unified Government may permit Contractor to correct any rejected Work at the Unified Government's sole discretion. Upon the Unified Government's request, Contractor must correct rejected Work at Contractor's sole expense within the time frame established by the Unified Government. Upon completion of the corrections satisfactory to the Unified Government, the Unified Government will remit payment to Contractor.
 - d. *Deny Payment.* The Unified Government may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the Unified Government in its sole discretion. Upon the Unified Government's request, Contractor will promptly refund any amounts prepaid by the Unified Government with respect to such non-compliant Work.
 - e. *Removal.* Upon the Unified Government's request, Contractor will remove any of its employees or agents from performance of the Work, if the Unified Government, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.
2. **Equal Opportunity.** Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339) as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph 2.a. and the provisions of paragraphs 2a. through 2.g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Unified Government further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: *Provided*, that if the Unified Government so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The Unified Government agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Minority and Women Business Enterprises (if applicable to this Contract).** Contractor agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's business Enterprise, **when applicable**). Accordingly, the Contractor agrees to take affirmative steps to assure that small, women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women’s business enterprises and small and minority business; and
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the North Carolina Office for Historically Underutilized Businesses.
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Additionally, an MBE or WBE qualifies as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21. The Unified Government maintains an online directory of W/MBE businesses, which can be accessed at: <https://purchasing.wycokck.org/eprocurement/C/WYCOKCK2/SupplierDiversity.aspx>.

- 3. **Debarment and Suspension (applies to all purchases).** Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the Unified Government. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Unified Government, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a

provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended (applies to all purchases).**
 - a. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.
 - b. ***Purchases over \$100,000 – Contractors must sign the certification, and shall cause any subcontractors with a subcontract (at any tier) exceeding \$100,000 to file with the tier above it the same certification.**
5. **Labor Standards.** Contractor and any subcontractors performing work under the contract shall comply, as applicable, with the:
 - a. *Davis-Bacon Act* (40 U.S.C. §§276a to 276a-7). Davis-Bacon requirements do not apply to this contract. The Unified Government, however, encourages Contractor to use strong labor standards that offer wages at or above the prevailing rate and include local hire provisions.
 - b. *Copeland “Anti-Kickback” Act* (40 U.S.C. §276c and 18 U.S.C. §874). The Unified Government shall report all suspected or reported violations to Treasury.
 - c. *Contract Work Hours and Safety Standards Act* (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub-agreements. **(applies only to purchases over \$100,000, when laborers or mechanics are used).** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**
 - a. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- c. Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Unified Government and understands and agrees that the Unified Government will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - d. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- 7. **Access to Records (applies to all purchases).**
 - a. Contractor agrees to provide the Unified Government, U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
 - b. Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - c. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.
 - d. Contractor agrees to retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the contract.
- 8. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreement," and any applicable implementing regulations.
- 3. **Prohibition on certain telecommunications and video services or equipment).** Contractor certifies that it will comply with 2 CFR §200.216 regarding the prohibition on certain telecommunications and video surveillance services or equipment. Contractor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered "telecommunications equipment" is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
9. **Procurement of Recovered Materials.** (applies only if the work involves the use of materials and the contract amount is greater than \$10,000).
- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or
 - iii. at a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designated items, is found in 40 CFR Part 247 and available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/coomprehensive-procurement-guideline-cpg-program>.
 - c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
10. **Conflicts of Interest; Gifts and Favors.** Contractor understands that (1) the Unified Government will use ARPA funds to pay for this or a portion of this contract and (2) the expenditure of ARPA funds is governed by the Conflict of Interest Policy of the Unified Government and the regulatory requirements of 2 C.F.R. §200.318c.
- a. Contractor certifies to the Unified Government that as of the date of this agreement, to the best of its knowledge after reasonable inquiry, no employee, officer, elected official, or agent of the Unified Government involved in the selection, award, or administration of this contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the contract date, Contractor shall promptly disclose the same to the Unified Government in writing.
 - b. Contractor certifies to the Unified Government that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, elected official or agent of the Unified Government. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, elected official or agent described in the preceding sentence after the date of this Agreement, Contractor shall promptly disclose the same to the Unified Government in

writing.

11. **Publications.** Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by federal award number project SLFRP3214 awarded to the Unified Government of Wyandotte County, Kansas City, Kansas by the U.S. Department of the Treasury.”
12. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
13. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
14. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).** Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury’s Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.
15. **Other Non-Discrimination Statutes.** Contractor acknowledges that the Unified Government is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds. These include:
 - a. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - c. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - d. Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or

agencies thereto.

16. **The Contractor shall assure that the above provisions are inserted into all subcontracts for any work covered by this Agreement and that Contractor and all subcontractors implement the certificates of compliance in connection with this Agreement.**
17. **Conflicts and Interpretation.** To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this addendum shall govern.

CONTRACTOR:

By: _____

Name: _____

Title: _____

**Unified Government of Wyandotte
County/Kansas City, Kansas**

By: _____

David W. Johnston

Title: County Administrator

- This form is required only for purchases of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name of person signing above)

(Print title of person signing above)