

AMENDMENT 1
Phase 2 Contract Price Amendment
Wastewater Treatment Facility Blending Project

This Amendment is entered into this ____ day of _____, 2023 (the “Effective Date”) between the City of Republic (“Owner”) and Burns & McDonnell Engineering Co., Inc., a Missouri company (“Design-Builder”), and is governed by the terms and conditions of the Progressive Design-Build Agreement for Water and Wastewater Projects - Wastewater Treatment Facility Blending Project dated February 18, 2022 (“Agreement”), which is incorporated herein by reference. Owner and Design-Builder are referred to individually as a “Party” and collectively as the “Parties”.

1. Phase 2 Services to be performed:
 - 1.1 The Phase 2 Services to be performed shall be as listed in Exhibit B –Scope of Services.

2. Phase 2 Contract Price:
 - 2.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of Fifteen Million Three Hundred Forty Two Thousand Eight Hundred Dollars (\$15,342,800.00) for the Phase 2 services, subject to adjustments made in accordance with the Agreement and the General Conditions of Contract. This cost does not include Owner Allowances.

3. Phase 2 Contract Time:
 - 3.1 Substantial Completion of the entire Work shall be achieved no later than 510 calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”).
 - 3.2 The Phase 2 Contract Time and adjustments thereto shall be as governed by the Agreement and the General Conditions of Contract.

4. Other Changes:
 - 4.1 Replace the third paragraph of Exhibit B-Phase 1 Scope of Services with the following:

The Phase 1 services will be prepared consistent with a targeted design Wastewater Treatment Plant blending capacity of 4 million gallons per day (MGD) nominal. It is assumed after completion of the separate WWTF Expansion project in addition to this Blending Project, the WWTF will have a nominal capacity of 5 MGD for average day conditions and targeted nominal capacity of 12 MGD for peak day conditions for a total targeted design nominal capacity of 16 MGD blending capacity for wet weather events.

4.2 MDNR requires certain provisions be added to the contract for the City to be eligible for ARPA funding. Add the following Sections at the end of Article 12 of the Progressive Design-Build Agreement.

12.3.19 Equal Employment Opportunity and Nondiscrimination in Employment: Pursuant to 41 CFR 60-4 and E.O. 11246, and as amendment, and consistent with all applicable federal, state, and municipal laws, Design-Builder will comply with Executive Order 11246 for bids, contracts, and subcontracts.

12.3.20 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms: Pursuant to 2 CFR 200.321; E.O. 11625 and 12138 and consistent with all applicable federal, state, and municipal laws, Design-Builder will take the following affirmative action steps in accordance with 2 CFR 200.321:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

12.3.21 Contract Work Hours and Safety Standards Act: Pursuant to Section 40 U.S.C. 327–330 and consistent with all applicable federal, state, and municipal laws, Design-Builder will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5).

12.3.22 OSHA Training: Pursuant to Section 292.675, RSMo, and consistent with all applicable federal, state, and municipal laws, Design-Builder will provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

12.3.23 Debarment and Suspension: Pursuant to Section 2 CFR 180; E.O. 12549 and consistent with all applicable federal, state, and municipal laws, Design-Builder will provide documentation necessary to confirm that the Design-Builder and subcontractors

are not excluded or disqualified from doing business with the federal government.

12.3.24 Small Business Act: Pursuant to P.L. 100-590, and consistent with all applicable federal, state, and municipal laws, Design-Builder will take the following affirmative action steps in accordance with Section 129 of Public Law 100-590, Small Business Administration Reauthorization and Amendment Act of 1988:

- a. Placing Small Business in Rural Areas (SBRA) on solicitation lists;
- b. Ensuring that SBRA's are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's;
- d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRA's; and
- e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

12.3.25 Central Contractor Registration: Pursuant to P.L. 109-282, and consistent with all applicable federal, state, and municipal laws, Design-Builder and its Subcontractors will register in the System for Award Management (SAM).

12.3.26 Privity of Contract: The Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract at any tier.

12.3.27 Protests: Neither the U.S. Department of Treasury nor the Missouri Department of Natural Resources will be involved in protest(s) and their resolution.

12.3.28 Domestic Products Procurement Law: Pursuant to 34.350 through 34.359 RSMo, and consistent with all applicable federal, state, and municipal laws, all manufactured goods or commodities used or supplied in the performance of any contract or subcontract awarded on this project shall be manufactured, assembled or produced in the United States, unless obtaining American-made products would increase the cost of the contract by more than ten percent (10%).

12.3.29 Anti-Lobbying Act: Pursuant to P.L. 101-121, and consistent with all applicable federal, state, and municipal laws, the Design-Builder and its Subcontractors will comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.

12.3.30 False Claims Act: Pursuant to 31 USC 3729, and consistent with all applicable federal, state, and municipal laws, the Design-Builder will promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct

involving federal funds.

12.3.31 Clean Air Act: Pursuant to 42 U.S.C. 7506(C), and consistent with all applicable federal, state, and municipal laws, the Design-Builder will comply with the Clean Air Act.

12.3.32 Clean Water Act: Pursuant to 33 U.S.C. 1368, and consistent with all applicable federal, state, and municipal laws, the Design-Builder will comply with the Clean Water Act.

12.3.33 Energy Efficiency Requirements: Pursuant to Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871), and consistent with all applicable federal, state, and municipal laws, the Design-Builder will comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

12.3.34 Recycled Materials: Pursuant with Section 6002 of the Resource Conservation and Recovery Act (RCRA)), and consistent with all applicable federal, state, and municipal laws, preference shall be given to the procurement of specific products containing recycled materials identified in guidelines developed by the USEPA.

12.3.35 Historical and Archaeological: Pursuant to P.L. 93-291, If during the course of construction evidence of deposits of historical or archaeological interest is found, the Design-Builder shall cease operations affecting the find and shall notify the Owner who shall notify the Missouri Department of Natural Resources and the Director, Division of State Parks, P.O. Box 176, Jefferson City, Missouri 65102-0176, Telephone (573) 751-2479. The Design-Builder shall halt any further disturbances of the deposits until notified by the Owner that they may proceed. The Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Missouri Department of Natural Resources and the Owner. Compensation to the Design-Builder, if any, for lost time or changes in construction to avoid the find, shall be considered a Differing Site Condition.

12.3.36 Prohibition on certain telecommunications and video surveillance services or equipment: Pursuant to 2 CFR 200.216, and consistent with all applicable federal, state, and municipal laws, Design-Builder will not procure or obtain, extend or renew a contract to procure or obtain, or 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).



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).

12.3.37 Anti-Discrimination Against Israel Act: Pursuant to 34.600 RSMo, and consistent with all applicable federal, state, and municipal laws, Design-Builder certifies that it is not currently engaged in and shall not, for the duration of the 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

- 5. The following Exhibits are incorporated herein by reference:
 - 5.1 Exhibit "A" – Not Used
 - 5.2 Exhibit "B" – Scope of Services
 - 5.3 Exhibit "C" – Assumptions, Clarifications & Exclusions
 - 5.4 Exhibit "D" – Not Used
 - 5.5 Exhibit "E" – Anticipated Lost Days to Inclement / Adverse Weather
 - 5.6 Exhibit "F" – Not Used
 - 5.7 Exhibit "G" – Allowances
 - 5.8 Exhibit "H" – Permit and Easement Matrix
 - 5.9 Exhibit "I" – Geotechnical Soils Report
 - 5.10 Exhibit "J" – Schedule
 - 5.11 Exhibit "K" – Pre-final Design Documents
 - 5.12 Exhibit "L" – ARPA Specification Inserts

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

OWNER:

DESIGN-BUILDER:

City of Republic
(Name of Owner)

Burns & McDonnell Engineering Company, Inc.
(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____