

**SUPPLEMENTAL AGREEMENT NO. 1
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this _____ day of _____, 2021, by and between the City of Olathe, hereinafter referred to as the "City", and Black & Veatch Corporation, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated September 17th, 2019 ("the Agreement"), for the WTP2: Electrical Modifications and Improvements Project, PN 5-C-028-20 and WTP: Chemical Feed Modifications Project, PN 5-C-026-20, hereinafter referred to as the "Project"; and

WHEREAS, SECTION II, Paragraph B of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Professional Services Agreement, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 1 between the parties heretofore is to provide Design and Bidding phase services for the Project as outlined in **Exhibit B** of this Supplemental Agreement No. 1, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 1 to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. Exhibit B of the Agreement is hereby amended as follows: Add scope of services as outlined in Exhibit A of this Supplemental Agreement No. 1.
- B. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 1 is \$1,220,027 which raises the total fee for all services provided under the Agreement from \$107,910 to \$1,327,937.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney



Black & Veatch Corporation
By: Derek L. Cambridge
Associate Vice President

**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	City of Olathe Insurance Requirements
Exhibit E	Certificate of Insurance
Exhibit F	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A

Description of Project & Map

The Water Treatment Plant No. 2 (WTP2) Electrical Modifications and Improvements project includes detailed design phase services for the City of Olathe. Reliable electrical power, communications, and chemical feed systems are critical to the production and distribution at any water treatment facility. The utility and standby power systems at the Olathe WTP2 and associated collector wells are inefficient in providing the reliable power needed. WTP2 was originally constructed in the 1960s. The facilities, including utilities and standby power, have been added over multiple projects. The result of these expansions has yielded electrical systems, which are complex and counterintuitive. The capacity of the electrical system and its respective arrangement is not suitable for the City to grow its production capabilities.

Furthermore, standby power is insufficient to back up the water production needs and is limited in its distribution on the plant site by an aged distribution system. This project will include design and bid phase services to implement the recommended improvements in the Olathe WTP2 Electrical Modification Technical Memorandum (5-C-028-20), briefly summarized below:

- WTP2 Redundant Power – Primary and Secondary utility feeds while reusing the existing WTP2 standby generator in case of a large-scale utility outage.
- WTP2 Power Distribution – A complete medium voltage loop around the WTP with step down transformers.
- Horizontal Collector Well Redundant Power – Horizontal Collector Wells 1, 3, and 4 will be provided with local redundant power by having a dedicated standby generator at each of the wells. In addition, a new automatic transfer switch (ATS) and an elevated concrete structure will be provided at each collector well.
- SCADA Improvements – Replace all SLC5/05 PLCs, install a fiber network loop, expand the existing control room in the membrane building, and upgrade the SCADA software.
- Chemical Feed Improvements – Various chemical feed improvements including completing the plant chemical ductbank loop, replacing and relocating the fluoride feed system, membrane building chemical storage improvements, ammonia system improvements, and sanitary sewer improvements.

Below is a map of the WTP2 project site.

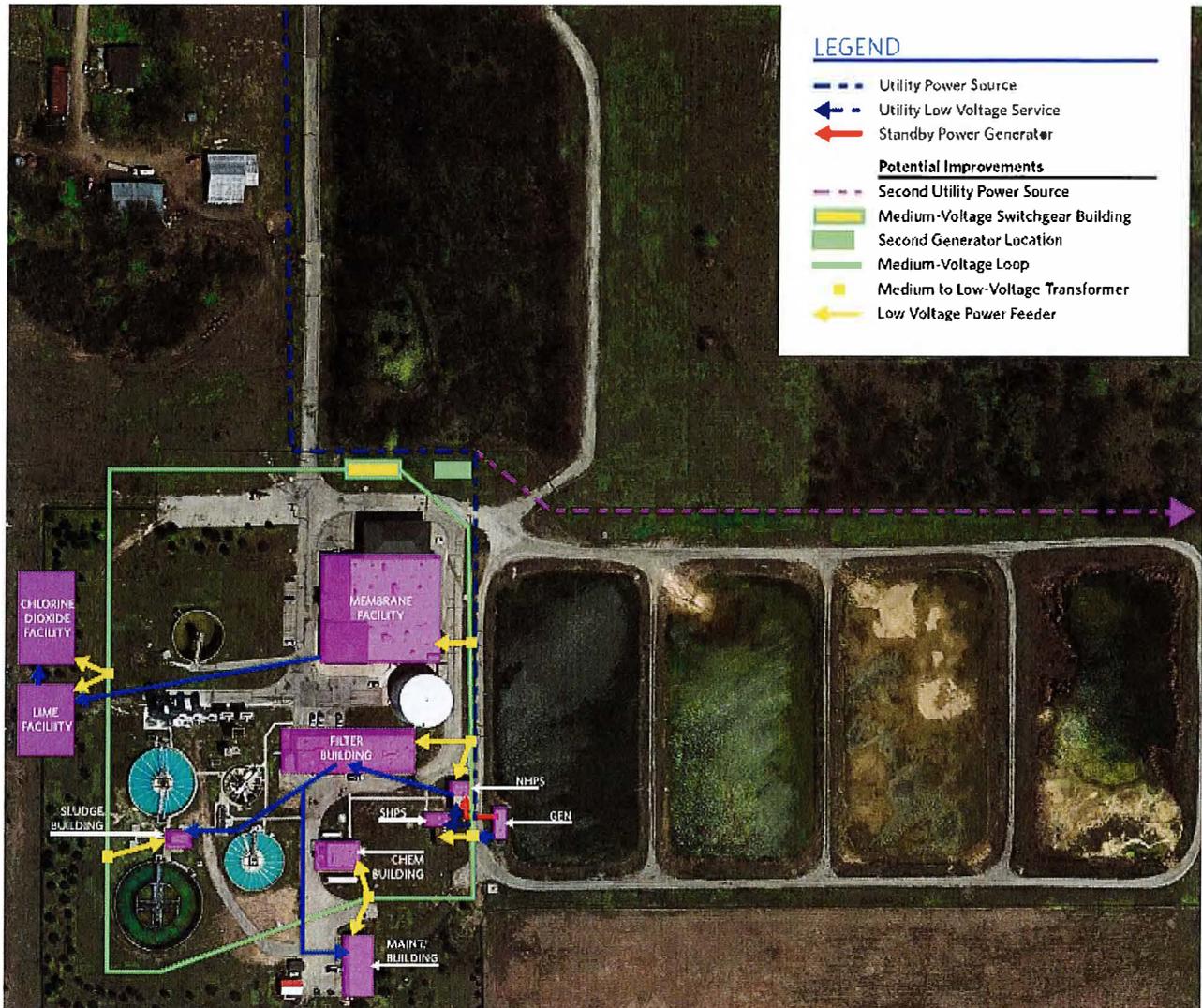


EXHIBIT B
Scope of Services

This scope describes engineering services the Consultant will provide the City in connection with the WTP2: Electrical Modifications project (5-C-028-20) and Chemical Feed Modifications project (5-C-026-20). The description of work is included in Exhibit A and includes the following phases. Phases I through III shall be performed as defined below. Upon completion, Phase IV will be defined and provided as a supplemental service.

- PHASE I. PROJECT ADMINISTRATION AND DESIGN MEMORANDUM
- PHASE II. DETAILED DESIGN
- PHASE III. BIDDING PHASE SERVICES
- PHASE IV. CONSTRUCTION PHASE SERVICES (Supplemental)

PHASE I. PROJECT ADMINISTRATION AND DESIGN MEMORANDUM

1. Project Administration ~ Provide administration and management of project. Prepare project management documents including budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review progress with City on a regular basis and discuss issues with the City as they are noted. The anticipated duration of the project is fourteen (14) months from kickoff through Phase III – Bidding Phase Services.
 - a. Project Initiation- Conduct a project initiation meeting to clarify City's requirements for the project, review pertinent available data, review project staffing and organization, present initial work plan, and present initial work schedule.
 - b. Monthly Project Updates - Submit a one-page status report with monthly invoices to appraise the City on progress of the work. The report will include such items as:
 - i. Status of work done on major tasks
 - ii. Project budget update
 - iii. Project schedule update
 - c. Prepare preliminary design memorandum which summarizes the background data for the project, establishes the design criteria and requirements for sizing of equipment, and provides preliminary layout for any new facilities. Prior to submittal of the final memorandum, an independent internal quality control review will be performed to ensure conformance with established project requirements.
 - i. The design memorandum will include the following information relative to design procedures and facility layout.

1. General project scope and background references.
 2. Schematics and Process Flow Diagrams
 3. Spatial layouts of new facilities and/or equipment
 4. Discipline design standards
- ii. Submit two (2) hard copies and one (1) electronic copy of the design memo for City review.
 - iii. Conduct a meeting with City staff and Consultant to discuss any City staff comments. Revise documents if necessary and submit two (2) copies to City as record of decisions at the design memorandum phase.
 - iv. Once accepted by the City, Consultant will submit to KDHE on behalf of the City and coordinate and review comments.

PHASE II. DETAILED DESIGN

1. Front-End Documents – Utilize City’s front-end documents, EJCDC general conditions, special conditions, standard specifications and standard details for both Construction and Procurement documents. Meet with City to resolve review comments and revise Consultant’s standard documents accordingly.
2. Detailed Design – Detailed design is to commence only after City has accepted design criteria and the Basis of Design Memorandum. Aspects of final design related to the design memorandum will not proceed until a final decision has been made on those items. The construction contract documents shall be prepared for selection of a Contractor on a competitive bid basis. Three (3) design packages will be submitted to the City for review at the 60%, and 90% design levels for review and input. The submitted design packages will serve as milestones wherein certain features shall be fixed after a period of Owner review. Changes made after fixing features will be considered Supplemental Services. Opinions of probable construction cost will be provided at the review meetings for the 60% and 90% design levels.
3. Scope of Work – The following describes the scope of improvement proposed for the Electrical / Backup Power project.
 - a. Redundant & Reliable Power Supply
 - i. Installation of a second utility feed to the plant.
 - ii. Modifications to existing utility service.
 - iii. Testing, repair and maintenance of the existing 2,000 kW standby generator. Repairs to include replacing the battery charger and ceiling fan, topping off the coolant, any other improvement required to reuse the generator.

- iv. Installation of a new medium voltage switchgear with outdoor enclosure.
 - v. Installation of seven (7) new 12470-480 V step-down transformers.
 - vi. Installation of two (2) new 480 V switchboards.
 - vii. Future 2,500 kW generator
 - viii. Miscellaneous equipment and controls
 - ix. Generator and switchgear equipment pads and associated sitework
 - x. Coordination with on-site utility service provider (Evergy), as needed to provide redundant and reliable power.
- b. Effective Power Distribution
- i. Approximately 2,500 feet of medium voltage power distribution loop with several step-down transformers. The loop will include excavation, backfill, duct banks, PVC conduits, cable and fiber.
 - ii. Connection of existing plant loads to the new step-down transformers and/ or switchboards.
- c. Collector Well Standby Power
- i. Testing, repair and maintenance associated with reusing the existing 1,500 kW standby generator at Collector Well No. 1.
 - ii. Inspection, testing, repair and maintenance associated with reusing the existing 480 V MCCs at Collector Well Nos. 1, 3 and 4.
 - iii. Replacement of the existing service entrance rated ATS at Collector Well No. 1.
 - iv. Installation of two new 650 kW generators at Collector Wells Nos. 3 and 4.
 - v. Installation of two new service entrance rated ATS at Collector Wells Nos. 3 and 4.
 - vi. Connect each ATS to utility power and the associated generator.
 - vii. Connect each ATS to its respective collector well MCC.
 - viii. Construction of an oversized elevated concrete structure for each collector well generator and ATS.
- d. SCADA Upgrades for Existing Plant
- i. Scope for the SCADA Upgrades is based on the City of Olathe pre-selecting a SCADA system integrator. The design for SCADA upgrades will include a control block diagram, fiber details, SCADA location plans and specifications. P&IDs, control descriptions, I/O lists and panel enclosure details will not be provided.
 - ii. Replace 15 existing SLC5/05 PLCs with Allen-Bradley ControlLogix PLCs.
 - iii. Backpanel replacement for existing PLC Enclosures.
 - iv. Convert existing PLC programs from RSLogix500 to Studio5000.

- v. Upgrade Wonderware InTouch HMI software to Wonderware System Platform.
 - vi. Install new fiber network loop as part of the power distribution loop.
 - vii. Install new SCADA computer, server and network hardware
 - viii. Install new reporting software
 - ix. Develop new HMI Standards.
 - x. Develop new System Platform HMI Application to meet standards.
- e. Instrumentation and Control Coordination
- i. Provide detailed design for instrumentation, monitoring and control for new electrical and chemical feed system improvements. This will include P&IDs, specifications, instrument schedules, I/O schedules, installation details and panel details as required.
 - ii. Facilitate four 4-hour workshops with pre-selected system integrator to develop SCADA System HMI, PLC and tagging standards.
 - iii. Expand the Membrane Building Control Room to the East. Expansion will add approximately 240 square feet. Walls will be CMU construction, with heating and air conditioning with a packaged split DX AC System.
- f. Chemical Feed Coordination
- i. Complete the chemical duct bank loop around the site.
 - ii. Demo and replace the existing fluoride system. New system will be relocated to the Chlorine Building.
 - iii. Chemical storage improvements in the Membrane building.
Improvements include:
 - 1. Repurposing the existing Membrane Building Ferrous Chloride Bulk storage area for citric acid bulk storage.
 - 2. Adding two bulk ferrous chloride storage tanks to the east of the membrane building, located outside with heat tracing. Ferrous chloride improvements would also include reworking the feed pumps and piping.
 - 3. Polymer system containment improvements including expansion of the containment area, a new protective liner system, and a new scale with built in containment.
 - 4. Addition of an eyewash station on the north side of the Membrane Building. Emergency eyewash station will be provided with tepid water connection.
 - iv. Improvements to the ammonia system including adding containment, cleaning and repainting the old tank piping, inspection of the tank interior and coatings, and adding an additional tank to provide redundancy.
 - v. Replacement of the existing sanitary sewer piping and pumps to allow for

off-site pumping.

4. Permitting – Submit plans and specifications to KDHE for approval of the design improvements. The 90% plans will be marked “Final – KDHE Review Set” and submitted for review.

PHASE III. BIDDING PHASE SERVICES

1. Document Distribution – Provide five (5) sets of construction contract drawings and specifications and one electronic pdf set to the City for advertisement of the Contract and distribution by the City.
2. Prebid Conference – Conduct a prebid conference at City’s facility to:
 - a. Confirm the types of information required by the contract documents and the format in which bids should be presented.
 - b. Review special project requirements and contract documents in general.
 - c. Prepare minutes of conference and issue to plan holders.
3. Interpretation of Bidding Documents and Addenda Preparation – Interpret bidding documents and respond to bidder inquiries. Prepare and issue addenda to the construction contract documents when required.
4. Distribute four (4) sets of the construction contract documents to the successful bidder.

SUPPLEMENTAL SERVICES

1. Any work requested by City that is not included in one of the tasks listed herein will be classified as Supplemental Services.
2. Construction Phase Services.
3. Any meetings with local, State, or Federal agencies, or other affected parties to discuss the project, other than those specifically noted.
4. Appearances at any public hearings or before special boards other than those specifically noted.
5. Special consultants or independent professional associates requested or authorized by the City.

6. Additional progress review meetings or meetings with other City departments for coordination purposes.

CITY'S RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Consultant, the following items:

1. Drawings and reports that are available in the files of the City and which may be useful in the work involved under this contract.
2. The services of at least one of the City's employees or staff who has the right of entry to, and who has knowledge of, the existing water treatment plant facilities.
3. Appoint an individual who shall be authorized to act on behalf of City, with whom Consultant may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon City as to all matters pertaining to this Agreement and the performance of the parties hereunder.

EXHIBIT C
Fee & Rate Schedule

For the services covered by this Contract, the City agrees to pay the Consultant as follows:

1. Compensation for engineering services shall be in accordance with the following hourly billing rates:

<u>Black & Veatch Classification</u>	<u>2021 Hourly Billing Rates</u>
Project Director	\$281
Project Manager	\$257
Project Control Specialist	\$190
Project Accountant	\$122
Project Administrator	\$110
Resident Engineer	\$168
Sr. Engineering Manager	\$232
Engineering Manager	\$202
Senior Engineer	\$216
Design Engineer Level 4	\$179
Design Engineer Level 3	\$167
Design Engineer Level 2	\$141
Design Designer 1	\$120
Architect	\$170
Senior Geotechnical Engineer	\$204
Pump Specialist	\$249
Senior Process Engineer	\$246
Process Engineer	\$186
Operations	\$167
BIM Coordinator	\$180
Senior CAD Technician	\$150
CAD Technician Level 4	\$124
CAD Technician Level 2	\$106
QC Engineer	\$259
Estimator	\$200

2. Compensation for reimbursable expense items and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

<u>Expense Item</u>	<u>Unit Cost</u>
Travel, Subsistence, and Incidental Expenses	Net Cost
Automobile/Motor Vehicles – Local Mileage	Net Cost
Automobile/Motor Vehicles – Rental	Net Cost
Major Reproduction for Submittals & Bidding	Net Cost
Photograph and Video Reproductions	Net Cost
Sub-Consultant Fees	Net Charge x 1.10

3. The Schedule of Hourly Billing Rates and Charges indicated herein is effective as of April 5, 2021. The Schedule of Hourly Billing Rates and Charges will be revised and re-issued each April 5th of each subsequent years.

Owner: City of Olathe WTP2

Project: Electrical and Chemical Upgrades

PHASE/Task	Project Director	Project Manager	Admin	Engineering Manager	Civil Engineer	Civil Technician	Civil Director/QC	Structural Director/QC	Structural Sr. Engineer	Structural Engineer	Architect Director/QC	Architect	Bldg Mech Director/QC
PHASE BREAKDOWN STRUCTURE													
Phase I - Project Administration and Design Memorandum													
0000 Project Initiation	-	-	-	-	-	-	-	-	-	-	-	-	-
0010 Monthly Project Update	4	30	-	10	20	-	-	-	1	-	-	1	-
0011 Design Memorandum/PDR	-	20	70	40	40	-	-	-	-	-	-	-	-
0012 Phase II - Detailed Design	10	30	-	40	120	60	12	1	6	-	1	8	3
0100 Redundant and Reliable Power Supply	-	-	-	-	-	-	-	-	-	-	-	-	-
0101 Effective Power Distribution	-	20	-	20	100	25	8	9	18	32	-	-	3
0102 Collector Well Standby Power	-	20	-	20	100	25	8	-	-	-	-	-	-
0103 SCADA Upgrades	-	20	-	20	100	25	8	18	38	57	-	-	-
0104 Chemical Feed Coordination	-	20	-	20	100	25	8	4	8	18	24	89	14
0105 Permitting	-	20	-	60	310	150	8	4	8	18	1	4	9
0106 Meetings	2	10	-	10	60	-	-	-	-	-	-	-	-
0107 Bid Phase Services	16	20	-	20	40	-	-	-	-	-	-	-	-
0200	2	10	-	20	60	-	-	-	2	-	-	2	-
Total, Hours	34	220	70	240	1,050	310	52	36	81	125	26	104	29
Total, Billings													

Owner: City of Olathe WTP2

Project: Electrical and Chemical Upgrades

PHASE/Task	I&C Director/QC	I&C Sr. Engineer	I&C Engineer	I&C Technician	BIM Coordinator	BIM Director/QC	BIM Manager	BIM Sr Technician	BIM Technician	Estimator Director/QC	Estimator	Finance	Project Controls
PHASE													
WORK BREAKDOWN STRUCTURE													
Phase I - Project Administration and Design Memorandum													
Project Initiation	-	4	-	-	20	-	-	-	-	-	-	-	-
Monthly Project Update	-	-	-	-	-	-	4	-	-	-	-	-	-
Design Memorandum/PDR	16	102	68	12	8	1	-	20	20	4	20	40	40
Phase II -Detailed Design													
0100	-	-	-	-	-	-	-	-	-	-	-	-	-
0101	2	8	14	2	6	1	-	20	20	2	10	-	-
0102	6	12	32	6	6	1	-	20	20	2	10	-	-
0103	2	8	16	4	6	1	-	35	35	2	10	-	-
0104	60	350	280	30	-	-	-	-	-	-	-	-	-
0105	20	50	100	16	80	8	2	175	175	2	10	-	-
0106	-	-	-	-	4	-	-	10	10	-	-	-	-
0107	-	-	-	-	-	-	-	-	-	-	-	-	-
0200	-	-	-	-	-	-	-	-	-	-	-	-	-
Total, Hours	106	534	510	70	130	12	6	280	280	14	70	40	40
Total, Billings													

Owner: City of Olathe WTP2

Project: Electrical and Chemical Upgrades

PHASE/Task	PHASE	SUBTOTAL, Hours	SUBTOTAL, Billings \$	SUBTOTAL, EXPENSES	SUBTOTAL, SUBCONTRACTS	TOTAL Billings
WORK BREAKDOWN STRUCTURE						
Phase I - Project Administration and Design Memorandum	0000	-	\$ -	\$ -	\$ 26,400	\$ 26,400
Project Initiation	0010	180	\$ 33,810	\$ 1,625	\$ -	\$ 35,435
Monthly Project Update	0011	210	\$ 28,020	\$ 1,838	\$ -	\$ 29,858
Design Memorandum/PDR	0012	826	\$ 138,876	\$ 7,278	\$ -	\$ 146,154
Phase II -Detailed Design	0100	-	\$ -	\$ -	\$ -	\$ -
Redundant and Reliable Power Supply	0101	822	\$ 131,851	\$ 7,193	\$ -	\$ 139,044
Effective Power Distribution	0102	648	\$ 100,781	\$ 5,670	\$ -	\$ 106,451
Collector Well Standby Power	0103	818	\$ 134,065	\$ 7,158	\$ -	\$ 141,223
SCADA Upgrades	0104	1,274	\$ 223,166	\$ 11,448	\$ -	\$ 234,614
Chemical Feed Coordination	0105	1,871	\$ 285,741	\$ 16,421	\$ -	\$ 302,162
Permitting	0106	114	\$ 17,160	\$ 998	\$ -	\$ 18,158
Meetings	0107	96	\$ 18,236	\$ 840	\$ -	\$ 19,076
Bid Phase Services	0200	128	\$ 20,332	\$ 1,120	\$ -	\$ 21,452
Total, Hours		6,987				
Total, Billings			\$ 1,132,038	\$ 61,589	\$ 26,400	\$ 1,220,027

EXHIBIT D
CITY OF OLATHE INSURANCE REQUIREMENTS

A. Consultant shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Consultant's bid.

B. Consultant shall maintain the following coverages and minimum limits.

1. Commercial General Liability (CGL): [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit including personal and advertising injury and products - completed operations. Any general aggregate limit should be at least \$2,000,000.
2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by applicable state workers' compensation laws and employer's liability limits or equivalent of \$500,000/\$500,000/\$500,000.
4. Professional Liability: Minimum limits to be \$1,000,000 each claim / annual aggregate.
5. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
6. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Consultant nor has the City assessed the risk that may be applicable to Consultant. Consultant shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Consultant's insurance shall be primary and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Additional Insured. CGL and auto policies must be endorsed to include the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage.

1. A certificate of insurance, listing the City as a certificate holder, accompanied by an additional insured endorsement or equivalent.
2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A- VII. Those not meeting this standard must be approved by City.
3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Consultant.
4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years' post contract.

E. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Sub-Consultants. All coverages for sub-Consultants must meet all of the requirements stated herein.

EXHIBIT E
Certificate of Insurance

POLICY NUMBER: GLO 4641358, GLO 1365630
COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule if not shown above will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III -Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Units of Insurance shown in the Declarations.

BLACK & VEATCH CORPORATION

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2020	11/1/2021	11/1/2020			
GLO 1365630	11/1/2020	11/1/2021	11/1/2020			

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

POLICY NUMBER: BAP 4641355 (AOS)

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/2020
Named Insured: BLACK & VEATCH CORPORATION

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

BLACK & VEACH CORPORATION

Waiver of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4641355 (AOS)	11/1/2020	11/1/2021	11/1/2020			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BLACK & VEATCH CORPORATION

Address (including ZIP code): 11401 LAMAR OVERLAND PARK KS 66211

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Truckers Coverage Form**
- Garage Coverage Form**
- Motor Carrier Coverage Form**

SCHEDULE

Name of the Person or Organization:
AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Black & Veatch Corporation

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
AS REQUIRED PER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Policy No. WC 4641353 (AOS), WC 4641354 (ID, MA, WI), WC 1365632, WC 1365631 (NE)

Insured: BLACK & VEATCH CORPORATION

Effective Date: 11/1/2020

POLICY NUMBER: GLO 4641358, GLO 1365630
 COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
 OR CONTRACTORS - SCHEDULED PERSON
 OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule if not shown above will be shown in the Declarations.	

A. Section II - **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III -Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Units of Insurance shown in the Declarations.

GLO 4641358,GLO 1365630

COMMERCIAL GENERAL LIABILITY
CG20370413

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED PER WRITTEN CONTRACT

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III-Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

POLICY NUMBER: BAP 4641355 (AOS)

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/1/2020
Named Insured: BLACK & VEATCH CORPORATION

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

EXHIBIT F
Certificate of Good Standing to Conduct Business in Kansas

**STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB**

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2681815

Entity Name: BLACK & VEATCH CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on December 22, 1998, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 18, 2019

A handwritten signature in cursive script that reads "Scott Schwab".

**SCOTT SCHWAB
SECRETARY OF STATE**

Certificate ID: 1090978 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.