

June 20, 2022

Mr. Mitch Krysa Engineering Manager Independence Power & Light 17221 E 23rd St. S. Independence, MO 64051

Re: Proposal for 2022-23 General Planning Support

Dear Mr. Krysa:

1898 & Co.<sup>sм</sup>, a division of Burns & McDonnell Engineering Company, Inc. is pleased to submit this letter proposal to the City of Independence Power & Light (IPL) to provide general planning and consulting services as required. IPL may desire assistance from time to time to receive services related to transmission planning, reporting of SPP working group activity, or general responses to SPP data requests.

We are excited about this opportunity and look forward to putting our experience to work for you! The following Scope of Work describes the components of the proposal.

## **SCOPE OF SERVICES**

All tasks will be performed in cooperation between IPL and 1898 & Co. for the period of July 1, 2022 through June 30, 2023. The intention is to work as a team, with 1898 & Co. staff responsible for the accomplishment of each requested task while working with IPL staff and keeping management apprised of the process, status, and results of the work. The requested tasks will be assigned based on individual expertise, with meetings and/or conference calls scheduled as necessary to coordinate activities and check the progression of the work.



9400 Ward Parkway Kansas City, MO

816-605-7800



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# **Project Management and Coordination**

Mr. Adam Mummert will serve as project manager to supervise and coordinate 1898 & Co. services and serve as primary liaison with IPL for assigned tasks. Project manager will maintain project files as appropriate including, but not limited to, formal correspondence, conference memoranda, telephone memoranda, reports, manuals, calculations, technical data, action item lists and other relevant project information. Project communication will be accomplished via written and verbal communication as required by task and/or IPL request.

## **DELIVERABLES**

The Project deliverables will be developed collaboratively and presented to IPL management and staff as required by the requested task. Meetings and/or conference calls will be scheduled at a mutually agreeable frequency to coordinate the activities.

# SCHEDULE AND COMPENSATION

1898 & Co. will coordinate with IPL to identify an appropriate schedule for each deliverable requested within the identified Scope of Services. 1898 & Co. will perform the Services described herein for a not-to-exceed fee of \$49,000, subject to the clarifications and assumptions noted herein. This fee includes travel expenses, as necessary and coordinated with the IPL. All services provided under this proposal are expected to be performed on a "time and expenses" basis according to the attached "Schedule of Hourly Professional Billing Rates".

1898 & Co. appreciates the opportunity to present its proposal for services and continue building upon the partnership of transmission planning services between 1898 & Co. and IPL. If you have any questions as you review our proposal, please feel free to contact Adam Mummert at (816) 349-6867 | <a href="mailto:amummert@burnsmcd.com">amummert@burnsmcd.com</a>. We look forward to working with you!

Sincerely,

Adam W. Mummert

Ada W Mmmt

Associate Project Manager



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### **COVID-19 Notification**

The uncertainty and potential disruptions to the labor force and supply chain caused by the global outbreak and spread of COVID-19 ("coronavirus") may have an impact on this Project, the exact cost and duration of which we can neither predict nor control. Government orders and restrictions may also delay or prevent performance as anticipated. Therefore, this Proposal is conditioned upon an appropriate force majeure clause being included in the contract, which will grant the consultant a period of relief in performance and appropriate cost relief where circumstances arise that are beyond our control due to COVID-19 related events. In general, force majeure applies when an "act of God," labor shortages, governmental order or regulation, or other extraordinary event prevents performance. The outbreak and spread of COVID-19 is just such an event, the impact of which nobody can predict at this time. To the extent applicable, the doctrines of "commercial impracticability" or "frustration of purpose" under the Uniform Commercial Code ("UCC") may also excuse performance if delivery pursuant to our contract's terms has been made "impracticable" by the occurrence of a contingency, the non-occurrence of which both parties assumed when the contract was made. At this time, it is impossible to foresee or to predict the full impact of COVID-19 around the world and, therefore, have not included a contingency specifically for COVID-19.

ATTACHMENT 1: SCHEDULE OF HOURLY PROFESSIONAL SERVICE BILLING RATES

# Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$73.00
Technician *	6	\$92.00
Assistant *	7 8 9	\$111.00 \$151.00 \$182.00
Staff *	10 11	\$210.00 \$232.00
Senior	12 13	\$258.00 \$284.00
Associate	14 15 16 17	\$289.00 \$293.00 \$295.00 \$300.00

### NOTES:

- 1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- 2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
- 3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
- 4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
- 5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
- 6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
- 7. The rates shown above are effective for services through December 31, 2022, and are subject to revision thereafter.