

**FIRST AMENDMENT TO  
WIRELESS CELLULAR TELECOMMUNICATIONS MANAGEMENT  
OPERATIONS AND MAINTENANCE CONTRACT #6222120064  
AVIATION DEPARTMENT**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Cell Site Capital, LLC (“Contractor”), whereby the parties desire to amend Contract No. 6222120064 that was entered into on August 24, 2023, as follows:

**WHEREAS**, City and Contractor have previously entered into a Contract whereby Contractor shall provide operations and maintenance service of all wireless telecommunications services at Kansas City International Airport; and

**WHEREAS**, City requires improved wireless telecommunications to KCI outbuildings without adequate wireless coverage to properly sustain airport operation; and

**WHEREAS**, City requires addition of latest Federal Aviation Administration language of Part II - Supplemental Terms and Conditions to All Airport Agreements; and

**WHEREAS**, City requires the inclusion of CREO Civil Rights and Wage Assurances dated March 22, 2023.

**NOW, THEREFORE**, in consideration of the payments and mutual agreements contained in this First Amendment, City and Contractor agree as follows:

**Sections/Attachments Amended.**

**Part I, Section 3. Compensation (a)** of the Contract is hereby deleted and replaced with the following:

- (a) The maximum amount the City shall pay Contractor under this Contract shall not exceed \$11,483,068.00. City shall pay Contractor in accordance with Section 3(b) for services rendered and annual amounts noted in Attachment A.

For parts procured, received, inspected, and stocked by the Contractor, Airport will reimburse the Contractor at actual documented parts invoiced plus ten (10%) percent markup not to exceed Two Million, Three Hundred Forty-Four Thousand, Eight Hundred Sixty-Seven Dollars and Thirty Cents (\$2,344,868.00) over the term of this agreement.

**Part I, Sections 52 - 64** of the Contract are hereby inserted as follows:

**Sec. 52. Trade-In.** If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

**Sec. 53. Time of Delivery.** Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

**Sec. 54. F.O.B. Destination.** Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the City acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the City by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The City pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The City pays the freight charges and deducts the amount from the seller's invoice.

**Sec. 55. Quality.** Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

**Sec. 56. Price.** Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

**Sec. 57. Brand Name or Equal.** Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions." The City may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the Contractor's expense all items that are not acceptable as equals, said items to be replaced by the Contractor with satisfactory items at the original submitted price.

**Sec. 58. Commercial Warranty.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to

any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.

**Sec. 59. Discounts.**

- (a) Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- (b) In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the City, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

**Sec. 60. Sellers Invoice.** Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

**Sec. 61. Inspection and Acceptance.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the City. Contractor will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

**Sec. 62. Loss and Damaged Shipments.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged shipments and reserves the right to return at Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

**Sec. 63. Late Shipments.** Supplier or Contractor is responsible to notify the City department receiving the items and the Senior Buyer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

**Sec. 64. Tax Exemption - Federal and State.**

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

and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

**Attachment A, Basic Scope Elements: Element VI – Off-Air Coverage Service and Communications, Element VII – Systems Up Grades, Element VIII – Spare Parts and Schedule A Pricing Breakout** is hereby inserted as following:

**ATTACHMENTS TO PART I  
ATTACHMENT A - SCOPE OF SERVICES**

**Basic Scope Elements:**

**Element VI – Off-Air Coverage Service and Communications**

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- Provide a plan for implementing coverage for requested KCAD outer buildings.
- Creation and development of all related Engineering Design Documentation.
- Review of KCAD buildings Infrastructure (including but not limited to fiber-optic backbone, IDFs, MDFs and Data Centers).
- Create a Bill of Materials (BOM) of required hardware for Off-Air Coverage implementation.
- Coordination with KCAD staff (Including but not limited to Security, IT).
- Finalizing Off-Air Coverage implementation plan.
- Approval from all relevant KCAD personnel.
- Procure and implement all Off-Air Coverage Hardware.
- Coordination and program management of Off-Air Coverage system with all parties.
- Testing, Commissioning and Ongoing Monitoring.
- CSC will coordinate and submit for a tenant modification as required by KCAD for these services.
  - Exceptions/Assumptions:
    - CSC is not responsible for discovery, testing, abatement, or time delays caused by hazardous materials in or around the property.
    - CSC will be given free and clear access to all areas where equipment is to be located and to cable pathways and that existing riser penetrations will be used for this installation.
    - KCAD will assist CSC with pathway structure information and help efficiently schedule movement and progress by blocking and scheduling areas of the facility for production of cabling and antenna placements.
- Close Out.

**Element VII – System Upgrades**

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- Provide plan for integration and schedule of upgrades.
- Creation and development of all related Engineering Design Documentation.

- Review of KCAD Terminal and garage Infrastructure (including but not limited to fiber pathways, IDFs, MDFs and Data Centers).
- Create a Bill of Materials (BOM) of required hardware for C-Band implementation.
- Coordination with KCAD staff (Including but not limited to Security, IT).
- CSC to Procure and implement hardware for upgrades including but not limited to: CommScope equipment - (73) Diplexers, (73) Hybrid Combiners, (73) C-Band Remotes (73) SM Fiber jumpers, (219) RF Jumpers.
- Finalizing upgrade implementation plan.
- Approval from all relevant KCAD personnel
- Coordination and program management of upgrades with all parties
- Testing and Commissioning and Ongoing Monitoring
- Exceptions/Assumptions:
  - This scope excludes AC or DC power equipment and cabling costs are not included.
  - CSC assumes that all of the power is available to add the C-Band remotes and chassis.
  - CSC assumes all any existing cable infrastructure has been installed without defects and that all fiber is in clean and functional condition and as such excludes any cable testing - OTDR, Sweep and PIM testing.
  - CSC is not responsible for any troubleshooting or repair of existing fiber or coax cable infrastructure.
  - KCAD will assist CSC with pathway structure information and help efficiently schedule movement and progress by blocking and scheduling areas of the facility for production of cabling and antenna placements.
  - This scope is exclusive of any additional conduit being provided or installed.
  - This scope excludes coring, boring, GPR or X-Ray services for vertical pathways in communication closets.
  - No MNO equipment or services are included in this proposal. All MNO services will be conditioned, cabling provided and installed by others for introduction onto.
  - This scope excludes post data collection services.
  - CSC will be granted full access to the KCAD IDF closets.
  - CSC to provide non-union labor during normal business hours.
  - CSC assumes all backboards have enough room to install the new remotes.
  - This scope excludes any costs for any TI work in the proposed head end.
  - This scope excludes any costs associated with security escorts.
- CSC will coordinate and submit for a tenant modification as required by KCAD for these services.
- Close Out

#### **Element VIII – Spare Parts**

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- Provide planning and manage spare parts inventory for all Wireless Cellular systems as requested.
- Coordination with KCAD staff (Commercial Development, IT)

- Approval from all relevant KCAD personnel.
- Create a Bill of Materials (BOM) together with an initial inventory report.
- Initiate inventory and establish an accurate count of existing-functioning spares comprised of CommScope active equipment currently stored on site.
- Quote shipping questionable equipment to the OEM for testing and re-certification.
- Quote purchase of spares required above and beyond existing inventory.
- Sort the existing and determine if testing is required to validate status of equipment.
- Procure inventory parts.
- Take delivery of the new spares and organize/rack the full inventory labeling equipment for rapid deployment.
- Dispatch teams will validate the inventory on each dispatch scheduled.
- Inventory reports will be published quarterly and after each inventory usage/replenishment.
- Ongoing management of spare parts.
- Exceptions/Assumptions:
  - Conditioned/secure space on site for the storage of the spare components (storage area on property by KCAD)
  - A suitable storage cabinet or cabinets as required to hold the equipment (locking if necessary)
  - Exclusive of actual testing of any previously opened active components. (They may have been set aside due to an issue that takes time to surface)
  - Assumes a single mobilization into the airport for the initial inventory discovery and sorting.
  - Exclusive of cost of shipping equipment in or out to complete the inventory.
  - Sorting and inventory of passives left after the installation.
- CSC assumes that any opened CommScope equipment will need to be tested for function in order to be entered into inventory.
- Close Out

Attachment A, Pricing Breakout is hereby deleted and replaced with the following:

**ATTACHMENTS TO PART I  
ATTACHMENT A - SCOPE OF SERVICES**

**PRICING BREAKOUT**

Year 1: On or about 2/1/2023 to 4/31/2024	\$746,250 *
Year 2: 5/1/2024 to 4/30/2025	\$3,944,581.40*
Year 3: 5/1/2025 to 4/30/2026	\$763,830.40*
Year 4: 5/1/2026 to 4/30/2027	\$786,745.84*
Year 5: 5/1/2027 to 4/30/2028	\$810,347.58*

**OPTIONAL ONE YEAR RENEWAL TERMS**

Year 6: 5/1/2028 to 4/30/2029 (OPTIONAL RENEWAL TERM)	\$834,658.50*
Year 7: 5/1/2029 to 4/30/2030 (OPTIONAL RENEWAL TERM)	\$859,697.95*
Year 8: 5/1/2030 to 4/30/2031 (OPTIONAL RENEWAL TERM)	\$885,488.98 *
Year 9: 5/1/2031 to 4/30/2032 (OPTIONAL RENEWAL TERM)	\$912,052.28*
Year 10: 5/1/2032 to 4/30/2033 (OPTIONAL RENEWAL TERM)	\$939,415.07 *

\*Includes DAS Design and Engineering of \$15,000 annually for term of contract.

\*Includes all Wireless Cellular Macro Management of \$89,750 annually for term of contract.

\*Includes system monitoring for cDAS, C-Band and Private Buildings.

\*Includes an annual increase of 3% beginning 5/1/2025.

**ESTIMATED COST ALLOCATION FOR PARTS: An amount not to exceed \$2,344,868.00 for the term of this contract.**

- Current pricing may be adjusted depending on MBE / WBE participation requirements, with current pricing being based upon a 0% WBE/MBE anticipated participation goal.
- Performance and payment bond is not included, unless required by the city. Should the city require a performance and payment bond, there will be additional costs to this proposal.
- The aforementioned services and overall scope of work above are limited to the three existing cellular carriers that are currently joining the cDAS system and do not incorporate any future tenants. Should an additional tenant wish to join the cDAS system at a later date, a capital contribution will be determined by KCAD and will be negotiated and the terms implemented as an amendment or change order to this agreement and scope of work.

**Part II - Supplemental Terms and Conditions to All Airport Agreements (010324)** is hereby inserted.

**Attachment C – CREO Civil Rights and Wage Assurances** dated March 22, 2023 is hereby inserted.

**Sections/Attachments not Amended.**

All other sections and attachments of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment shall become effective \_\_\_\_\_, 2024. Except as expressly amended, the Agreement dated February 28, 2023, shall remain unchanged and in full force and effect.

**CONTRACTOR**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney (date)

**KANSAS CITY, MISSOURI**

\_\_\_\_\_  
Melissa Cooper, A.A.E. (date)  
Director of Aviation

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

\_\_\_\_\_  
Director of Finance (date)

## **PART II**

### **SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS (010324)**

#### **SECTION 1. TERMS AND CONDITIONS ESTABLISHED IN THIS SECTION SHALL APPLY REGARDLESS OF MORE PERMISSIVE LANGUAGE IN ANY OTHER SECTION OF THIS CONTRACT.**

Changes in contract performance or source of funding may result in the application of additional provisions. The term Contracting Party for purposes of Part II shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors. The term Company may be used interchangeably with Contractor and may allude to a contracting party for non-property-based grants of authority.

**SECTION 2. COMPLIANCE WITH APPLICABLE LAW.** By executing this Contract, the Contractor affirms that the Contractor and its team members and employees shall comply with all federal, state and local laws, ordinances and regulations applicable to the Contract. This obligation includes compliance with City's nondiscrimination laws, including to the extent applicable including those set out in this agreement and attached to this Contract. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

**SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**SECTION 4. SCOPE OF WORK LIMITED.** This Contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

**SECTION 5. ACCESS TO RECORDS.** The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contracting Parties and subcontractors from the bid solicitation period through the completion of the contract.

## **SECTION 7. CIVIL RIGHTS - TITLE VI ASSURANCE**

### **A. TITLE VI Solicitation Notice**

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

### **B. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title

VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**C. Compliance with Nondiscrimination requirements.**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

**SECTION 8. RIGHT TO AMEND.** In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

**SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS.** This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor.

Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event that the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Contractor.

Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

**SECTION 10. CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM— License, Permits, Concession on Property Improved Under AIP.** Reserved.

**SECTION 11. REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.** Reserved.

**SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY.** Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Contractor agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Contractor, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

**SECTION 13. RESERVATIONS.** The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference.

The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

**SECTION 14. ACCOMMODATIONS.** Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Contractor shall insert this requirement in any agreement, contract or other document by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Contractor warrants that no person shall, on the grounds of race, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

**SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS.** Reserved.

**SECTION 16. BREACH OF CONTRACT.** Reserved.

**SECTION 17. BUY AMERICAN PREFERENCE.**

**A. BABA.** Reserved.

**B. Construction Materials.** Reserved.

**SECTION 18. CLEAR AIR and WATER POLLUTION CONTROL.** Reserved.

**SECTION 19. CONTRACT WORK HOURS AND SAFETY STANDARDS.** Reserved.

**SECTION 20. COPELAND ANTI-KICKBACK.** Reserved.

**SECTION 21. DAVIS BACON REQUIREMENTS.** Reserved.

**SECTION 22. DEBARMENT AND SUSPENSION.** Reserved.

**SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE.** Reserved.

**SECTION 24. DISTRACTED DRIVING.** Reserved.

**SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS.** Reserved.

**SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY.** Reserved.

**SECTION 27. FAIR LABOR STANDARDS ACT.** Reserved.

**SECTION 28. FOREIGN TRADE RESTRICTION.** Reserved.

**SECTION 29. LOBBYING FEDERAL EMPLOYEES.** Reserved.

**SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT.** Reserved.

**SECTION 31. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** Reserved.

**SECTION 32. PROHIBITION OF SEGREGATED FACILITIES.** Reserved.

**SECTION 33. RECOVERED MATERIALS.** Reserved.

**SECTION 34. RIGHT TO INVENTIONS.** Reserved.

**SECTION 35. SEISMIC SAFETY.** Reserved.

**SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION.** Reserved.

**SECTION 37. TERMINATION OF CONTRACT.** Reserved.

**SECTION 38. TRADE RESTRICTION.** Reserved.

**SECTION 39. VETERAN'S PREFERENCE.** Reserved

**ATTACHMENTS TO PART I**  
**ATTACHMENT C - CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)**

**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor

warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

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

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

**Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.