

**MASTER CONTRACT FOR SERVICES
THE CITY OF KANSAS CITY, MISSOURI AVIATION DEPARTMENT**

CONTRACT NO.: 6222120064

**TITLE/DESCRIPTION: WIRELESS CELLULAR TELECOMMUNICATIONS MANAGEMENT
OPERATIONS AND MAINTENANCE**

Management of all wireless telecommunications services located at the Kansas City International Airport campus together with the operations and maintenance services for the Aviation Department's wireless cellular Common Distributed Antenna System (cDAS) located in the new single terminal facility.

This Contract is between Kansas City, Missouri, a constitutionally chartered municipal corporation, by and through its Aviation Department ("City"), and CELL SITE CAPITAL, LLC ("Contractor").

Sec. 1. The Contract. The Contract between the City and Contractor consists of the following Contract Documents:

- (a) this Contract;
- (b) Contractor's Proposal dated December 21, 2023 that is attached hereto and incorporated into this Contract;
- (c) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. City and Contractor agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Scope of Services and Pricing
Attachment B: Contractor Utilization Plan (050113)

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) **Initial Term.** The initial term of this Contract shall begin on or about February 1, 2023 and shall end on April 30, 2024. The initial Contract Year (YEAR 1) shall run from on or about February 1, 2023 through April 30, 2024. All subsequent Contract Years shall run from May 1st through April 30th. The Director of Aviation is authorized to enter into an amendment of this Contract with Contractor to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the City, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until the City has a new contract in place with either Contractor or another provider or until the City terminates the Contract.

Sec. 3. Compensation.

- (a) The maximum amount the City shall pay Contractor under this Contract shall not exceed \$6,331,784. City shall pay Contractor in accordance with Section 3(b) for services rendered and annual amounts noted in Attachment A.
- (b) Contractor shall bill the City, in a form acceptable to the City, on the following basis: monthly.
- (c) The prices established in Section 3(a) of this Agreement shall remain firm during the contract period. Compensation for each renewal period will be determined by the City by negotiation with the Contractor.

Sec. 4. Effective Date of Contract. This contract will become effective when the City's Director of Finance has signed it.

Sec. 5. Invoices.

- (a) Contractor shall submit to City a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the City to determine that the amount Contractor is requesting is in fact due and payable.
- (b) City shall not pay any Invoice from Contractor unless Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due to City from Contractor may be determined.
- (c) City shall not process Contractor's Invoice unless Contractor's Invoice is in proper form, correctly computed, and is approved by City as payable under the terms of this Contract.
- (d) City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.
- (e) If Contractor is required to meet MBE/WBE goals for this Contract, Contractor shall not submit an Invoice to the City unless Contractor's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by Contractor to the City's Civil Rights and Equal Opportunity Office. Contractor shall remain current on Contractor's filing of 00485.01 M/WBE Monthly Utilization Reports. City shall not pay Contractor's Invoice unless Contractor is current on Contractor's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of Contractor. Contractor hereby represents and warrants to the City the following:

- (a) Contractor is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on Contractor's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by Contractor of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of Contractor's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to Contractor or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which Contractor is a party or by which it or its properties may be bound or affected.
- (c) Contractor shall not enter into any contract for the services to City that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of Contractor, threatened against Contractor which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on Contractor.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. City may, at any time upon sixty (60) days written notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If Contractor shall be in default or breach of any provision of this Contract, City may terminate this Contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor thirty (30) days written notice and opportunity to cure such default or breach.
- (b) If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City thirty (30) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity, the City Manager, the Aviation Department and its delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records, and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14. 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) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Office (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.
- (b) 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.

- (c) 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 Office 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, canceled 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.

Sec. 15. Tax Compliance. If the City's payments to Contractor exceed \$160,000.00 for the period of May 1st through April 30th, Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Contract. Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Service of Process. In addition to the methods of service allowed by the State of Missouri, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the City's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the City, in writing, of each and every change of address to which service of process can be made. Service by the City to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

Sec. 18. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the City: City of Kansas City, Missouri
Aviation Department
Pat Klein, Director
601 Brasilia Avenue
Kansas City, MO 64153
816-243-3000
pat.klein@kcmo.org

If to the Contractor: Cell Site Capital, LLC
Chris Bland, Founder and CEO
8720 Orion Place, Suite 390
Columbus, Ohio 43240
614-314-0303
chris@cellsitecapital.com

Sec. 19. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
 - 2. Contractor's Agents means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 - 3. City means City, its Agencies, its agents, officials, officers and employees.
- (b) Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 20. Indemnification for Professional Negligence. If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 21. Insurance.

- (a) Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
 2. Workers’ Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. If Applicable, Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an “any auto” basis and on an “occurrence” basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor. It is specifically understood that Contractor will require Commercial Automobile Liability Insurance for any and all subcontractors who have or operate automobiles while performing any work related to this contract.
 4. If this Contract is for professional services, Contractor shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the City ten (10) days written notice of cancellation in the event that the cancellation is for Contractor’s nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best’s rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by City, Contractor shall maintain the required insurance coverage in force at all times during the term of this Contract. Contractor’s failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to this Section of this Contract. In the event Contractor fails to maintain the required insurance coverage in effect, City may declare Contractor in default.

- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 22. Interpretation of the Contract.

- (a) City selected Contractor through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the City and Contractor to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the City and the Contractor. After negotiation and discussion, Contractor and City have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the City and the Contractor that the City's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the Contractor more money and time. City and Contractor agree that City's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the City and its taxpayers even if it will cost the Contractor more money and time. The decision of City's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) Contractor acknowledges and agrees that the City has provided Contractor with an opportunity to have Contractor's attorney review and advise Contractor on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of Contractor agreeing to this Section as well as the entire Agreement. Contractor certifies that Contractor has provided the City written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the City as embodied in this final Agreement is acceptable to Contractor.
- (c) Contractor certifies that Contractor has either (1) waived its right to have Contractor's attorney review this Section and Agreement; or (2) Contractor has consulted with an attorney on this Section and Agreement.
- (d) Contractor knowingly and voluntarily agrees to this Section and the entire Agreement. Contractor certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 23. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 24. Guaranteed Lowest Pricing. Contractor certifies that this Contract contains Contractor's lowest and best pricing for all services supplied by Contractor to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 25. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City except to a wholly owned subsidiary. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein. Any such assignment requires assignee to assume all of the obligations of this Contract. Contractor shall provide notice to City of any assignment pursuant to this provision within thirty (30) days, and upon request provide supporting documents.

- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, for good cause, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right to terminate for cause shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 26. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 27. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 28. Minority and Women's Business Enterprises. RESERVED.

Sec. 29. Employee Eligibility Verification. Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection

with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 30. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, Contractor shall provide special services to the City including Contractor shall open Contractor's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) Contractor shall not charge City any fee for opening facilities during an emergency or for extending Contractor's hours of operation during a disaster. City shall pay Contractor the agreed upon contract prices for all purchases made by City during the disaster and Contractor shall not charge City any additional mark-up, fee or cost for any purchases made by City during a disaster.
- (d) Contractor shall quickly mobilize Contractor's internal and external resources to assist City when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, Contractor's facilities shall stay open 24 hours if requested by the City. Contractor shall utilize additional Contractor personnel to take City orders if necessary. Contractor's Call Center shall accept phone orders 24 hours a day.
- (f) Contractor shall have contingency plans with Contractor's suppliers to provide additional supplies and equipment quickly to City as needed.
- (g) Contractor shall cooperate with City to properly document any and all expenses incurred by City with Contractor and Contractor shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 31. Annual Appropriation of Funds.

A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense and are not subject to any subsequent appropriation of funds. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Director of Aviation is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The City has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 32. 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 \$12.50 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.

Sec. 33. 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.

Sec. 34. 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:** The Contractor (hereinafter includes Consultants) 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. **Non-discrimination:** 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability.
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. 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.

Sec. 35. 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 100-259) (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, subrecipients 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 Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on November 18, 2022 Page 22 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).

Sec. 36. 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 Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Sec. 37. 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, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] 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.

Sec. 38. Construction, Use, and Access to Real Property. The Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts and Authorities.

In the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City will have the right to terminate the Contractor and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Contractor had never been made or issued.

Sec. 39. 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.

Sec. 40. 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.

Sec. 41. Restricted Areas/Safety. 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 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, invitees or Contractors 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.

Sec. 42. 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 without having applied for and been granted FAA and all other necessary approvals. 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 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.

Sec. 43. Additional Records Requirements. This provision is in addition to any other records provision in this contract. 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.

Sec. 44. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Sec. 45. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR part 1910). The employee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Sec. 46. Clean Air and Water Pollution Control. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the

Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

Sec. 47. Texting While Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Sec. 48. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Sec. 49. 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.

Sec. 50. 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.

Contractor

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

Contractor: **CELL SITE CAPITAL, LLC**

By: Chris Bland _____

Title: CEO

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS City, MISSOURI

By: Pat Klein _____

Title: Aviation Director

Date: _____

ATTACHMENTS TO PART I
ATTACHMENT A - SCOPE OF SERVICES

CONTRACT TERM - Contractor is proposing a Lump Sum Contract for our scope of work based on the following time periods:

- YEAR 1: on or about 2/1/2023 to 4/30/2024
- YEAR 2: 5/1/2024 to 4/30/2025
- YEAR 3: 5/1/2025 to 4/30/2026
- YEAR 4: 5/1/2026 to 4/30/2027
- YEAR 5: 5/1/2027 to 4/30/2028
- YEAR 6-10: 5/1/2028 to 4/30/2033 (ONE YEAR RENEWALS TERM OPTIONS)

SCOPE OF WORK - It is the intent of this scope of work for Contractor to provide enough capable and qualified teammates to enable the Company to manage all Wireless Cellular DAS and Wireless Carrier Macro Cellular telecommunications services located at the Kansas City International Airport campus together with the operations and maintenance services for the Common Distributed Antenna System (cDAS) located in the new single terminal facility :

Basic Scope Elements:

- Element I** – Overall Turn-key Program Management
- Element II** – Cellular Distributed Antenna System (C-DAS) Management
- Element III** – C-DAS System Monitoring and Notification
- Element IV** – C-DAS Ongoing Engineering, Modifications, Maintenance and Repair
- Element V** – Macro Cellular Site Management

Element I – Overall Turn-key Wireless Cellular DAS and Wireless Carrier Macro Cellular Program Management

- Provide a single point of contact (POC) who will act as the Program Manager (PM) to oversee all aspects of the cellular services included in scope elements II – V outlined below
- Represent Kansas City Aviation Department (KCAD) to all parties engaged in the cellular services at the KCI Airport, including but limited to:
 - Wireless Network Operators (WNOs)
 - American Tower
 - 3rd-party C-DAS monitoring
 - Cell Tower Entities
 - Airport tenants utilizing cellular services (C-DAS or macro)
- Provide monthly reports to KCAD
- Provide quarterly briefing to KCAD Executive Management
- Develop scopes of work for revisions or additional services with any scope elements
- Respond to ad-hoc requests from KCAD

Element II – Wireless Cellular C-DAS Management

- Manage the existing WNOs including the following areas:

- Lease extensions
- Airport access coordination
- Annual rent escalations/verifications
- Rent arrears collection
- System maintenance/repair coordination
- SLA negotiations/management
- Manage the addition of new WNOs and system upgrades including:
 - System drawing reviews (new and/or upgrade plans for existing tenants)
 - Pre-construction reviews
 - Post-construction reviews
 - Frequency/EMF coordination
 - Airport permitting/design review coordination
 - Available space review
 - Power/backhaul coordination
 - Lease amendments/rent adjustments
 - On-Air Services Coordination
- Develop and conduct an overall WNO relationship management plan including, but not limited to:
 - Annual carrier contact verifications
 - Single POC for all carrier issues
 - Site marketing
 - Access coordination
 - COI review/update annually
 - Bond updates (if applicable)
 - RFP draft/issue/review if required
 - Carrier contractor management (access, insurance)

Item III – Wireless Cellular C-DAS System Monitoring and Notification

- Provide 24 hours per day, 7 days per week, 365 days per year (24/7/365) C-DAS monitoring center/NOC.
- Provide a mechanism to receive notifications of faults or alarms and alert all relevant parties.
- Provide processes for resolving remote diagnostic alerts on a 24/7/365 basis to ensure the C-DAS is performing as designed.
- Provide a ‘ticket process’ for any system issues including resolution timeframes and ticket closure process.
- Define different tier levels of support with all relevant details and costs associated with same.
- Maintain records for any/all break fix issues on the C-DAS.
- Provide summary reports monthly.

- Provide additional value-added services that can be requested by the PM or KCAD.

Element IV – Wireless Cellular C-DAS Ongoing Engineering, Modifications, Maintenance and Repair

- Handle/process WNO requests for system changes, additions, and deletions that require physical work or configuration. Screen the requests, judge the impact and recommend solutions and/or actions to be taken by KCAD or others. Notify the WNO of impact and timing.
- Assess and resolve any irregularity in the C-DAS operational condition. Document the irregularity and how it was resolved. If a minor irregularity, proceed with correcting it and document the issue and solution. If the issue requires a system change, addition or deletion that requires physical work over and above routine maintenance, document the issue and its likely cause and propose a solution and cost for approval before proceeding.
- Assess and resolve physical damage to the C-DAS in the installation areas. Determine the extent of the damage, its impact to the system and cost to fix. Notify the PM and KCAD of the cost and process involved to repair the damage. If approved and funded, proceed with the repair and provide documentation in the form of a narrative report and exhibits of the damage and repair.
- Provide ongoing preventative maintenance. Describe what is included in routine preventative maintenance to be included in the basic cost of this element. Describe what is non-routine maintenance that will involve an additional cost to repair or replace, for example DC power supply batteries that need replacement.
- Provide a process for implementing the addition of another WNO. Describe what scope elements will be required to implement the additional WNO and approximate costs.

Element V – Wireless Cellular Macro Site Management

- Develop and conduct a management plan for existing macro sites, including:
 - Current contract review and rent audit
 - Rent escalation notifications/verification
 - Rent arrears collection
 - Airport access coordination
 - Maintenance/site visit coordination
 - Annual site inspections (annual audit report)
 - Site modification management:
 - Lease amendments and rent adjustments
 - Structural analysis management
 - Construction drawing review
 - Post construction inspection
 - FAA coordination if required
 - NEPA/SHPO coordination if required
 - Airport permitting coordination

- EMF report coordination
- Develop and conduct a management plan for new site leases, including:
 - Lease Management
 - Site lease negotiation
 - Site design
 - NEPA/SHPO coordination
 - ESA coordination
 - FAA coordination
 - Pre-Construction plan review
 - Post-construction review
 - Airport permitting coordination
 - Airport access coordination
 - Contractor/subcontractor management
 - Power/backhaul coordination
 - EMF report coordination
 - On-Air Services Coordination

PRICING BREAKOUT

- Year 1: On or about 2/1/2023 to 4/31/2024 \$746,250**
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750
- Year 2: 5/1/2024 to 4/30/2025 \$606,252**
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750
- Year 3: 5/1/2025 to 4/30/2026 \$559,952**
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750
- Year 4: 5/1/2026 to 4/30/2027 \$576,751 with a 3% escalation**
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750
- Year 5: 5/1/2027 to 4/30/2028 \$694,053 with a 3% escalation**

- *Includes Wireless Cellular DAS Design and Engineering \$15,000
- *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
- *Includes all Wireless Cellular Macro Management of \$89,750

OPTIONAL ONE YEAR RENEWAL TERMS

Year 6: 5/1/2028 to 4/30/2029 (OPTIONAL RENEWAL TERM) \$611,875 with a 3% escalation
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750

Year 7: 5/1/2029 to 4/30/2030 (OPTIONAL RENEWAL TERM) \$630,231 with a 3% escalation
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750

Year 8: 5/1/2030 to 4/30/2031 (OPTIONAL RENEWAL TERM) \$649,138 with a 3% escalation
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750

Year 9: 5/1/2031 to 4/30/2032 (OPTIONAL RENEWAL TERM) \$668,612 with a 3% escalation
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750

Year 10: 5/1/2032 to 4/30/2033 (OPTIONAL RENEWAL TERM) \$688,670 with a 3% escalation
 *Includes Wireless Cellular DAS Design and Engineering \$15,000
 *Includes Wireless Cellular DAS Operations and Maintenance Fees of \$90,000
 *Includes all Wireless Cellular Macro Management of \$89,750

*Contractor has included an annual increase of up to 3% beginning year four .

EXCLUSIONS

- 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.
- All parts and replacement parts other than on-hand Inventory will be the cost responsibility of KCAD.

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/ Contractor	Subcontract Amount*	Weighted Value**	% of Contract

TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

WBE FIRMS:

Name of MBE Firm	Supplier/Broker/ Contractor	Subcontract Amount*	Weighted Value**	% of Contract

TOTAL WBE \$ / TOTAL WBE %: \$ _____ %

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation.

**"Subcontract Amount" refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.*

***"Weighted Value" means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.*