



**City of Kansas City, Missouri  
General Services Department  
Yolanda McKinzy, Director**

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|---|
| <input type="checkbox"/> Executed Contract File |
| <input type="checkbox"/> Contractor             |
| <input type="checkbox"/> Surety                 |
| <input type="checkbox"/> Project Manager        |

# Project Manual

**CONTRACT NO. EV3052-3**

**CITY-WIDE IDIQ ELECTRICAL SERVICES,  
MAINTENANCE AND REPAIRS**

## BIDDER/ADDRESS

<b>Company</b>	<b>Alpha Energy and Electric, Inc.</b>
<b>Contact</b>	<b>Fatou Conateh</b>
<b>Address</b>	<b>1100 East 34th Street Kansas City, MO 64109</b>
<b>Phone</b>	<b>816-421-6767</b>
<b>Fax</b>	<b>816-214-8857</b>
<b>Email</b>	<b>Fatou.conateh@alphaee.com</b>

Cory Burress, Procurement Manager  
Procurement Services Division  
Phone: (816) 513-0802  
E-mail: [Cory.Burress@kcmo.org](mailto:Cory.Burress@kcmo.org)



## FACILITY REPAIR & MAINTENANCE INSTRUCTIONS TO BIDDERS

Project/Contract No. EV3052  
Project Title CITY-WIDE IDIQ ELECTRICAL SERVICES,  
MAINTENANCE AND REPAIR

1. Sealed Bids *EV3052 – City-Wide IDIQ Electrical Services Maintenance and Repair* will be received by the General Services Department until **2:00 P.M., July 11, 2023** at which time bidding will be closed.
  - a. All Bids will be opened and read aloud. The Bid Envelope must contain all required submissions to be included with the Bid. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security, if required, shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.
  - b. All Bids shall be addressed to the Manager of Procurement Services, shall state on the outside of the sealed Bid envelope “Bid Enclosed”, title and Project /Contract number, and shall be deposited in the locked Bid box. All Bids must comply with the Bidding Requirements of the City. The City intends to have multiple awards.
2. **Bid Package** The Bid Package (“Bidding Documents”) contains the following:

### **Facility Repair and Maintenance Contract Part I and II**

#### **Attachment A – Scope of Services**

#### **Attachment B – Facility Repair & Maintenance Bid Form/Contract**

00410.01 Experience Reference Summary

00412 Unit Prices

#### **Attachment C – 01290.01 Application for Payment**

01290.02 Schedule of Values

#### **Attachment D – CREO KC Forms & Instructions**

00440 CREO KC 5: Construction Contract CREO KC Instructions

00450 CREO KC 8: Contractor Utilization Plan/Request for Waiver

00450.01 Letter of Intent to Subcontract

00460 CREO KC 10: Timetable for MBE/WBE Utilization

00470 CREO KC 11: Request for Modification or Substitution

00485 CREO KC Monthly Reporting Instructions

#### **Attachment E - Bonds**

00610 Performance and Maintenance Bond

00615 Payment Bond

#### **Attachment F – 00830 Wage Rate Requirements**

Annual Wage Order

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Building

Division of Labor Standards Rules & Regulations  
01290.09 Subcontractors and Major Material Suppliers  
List 01290.11 Daily Labor Force Report  
01290.14 Contractor Affidavit for Final Payment 01290.15  
Subcontractor Affidavit for Final Payment

**Attachment G – 00560 Missouri Project Exemption Certificate**

00560.01 Kansas City Missouri Tax Exempt Certificate

**Attachment H – 00620 Insurance Certificate**

**Attachment I – 00630 Revenue Clearance Release Authorization**

**Attachment J – 00515.01 Employee Eligibility Verification Affidavit**

3. **Bid Submittal** The following items should be completed and returned to the City with your Bid:

- a. Bid Form/Unit Prices
- b. Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)
  - (1). GC Project Manager
  - (2). On-Site Field Superintendent
  - (3). QC/QA Manager
  - (4). Safety Officer
- c. For each of the Key Personnel, provide the following background information.
  - (1). Years of employment with current employer.
  - (2). City of residence.
  - (3). Identify any other projects this person will be involved with concurrently with the Project, and state the time commitment for the Project and each other project.
  - (4). Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- d. Discuss generally the tasks involved in the Project.
- e. Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project.
- f. Submit a bid schedule with anticipated milestones for the Project using Primavera Project Planner® or Primavera SureTrak® Project Manager Software.
- g. Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
- h. Summary of the Project Safety Plan for the Project.
  - (1). Describe how Bidder proposes to address any unique safety issues for the Project

(2). Describe your safety record and environmental compliance record along with your Firm's OSHA reportable accident rates on recent comparable size projects.

(3). Statement of Bidder's Experience Modification Ratio (EMR)

- i. Discuss Bidder's understanding of the traffic control required for the Project, if applicable, and how traffic control will impact the Project schedule. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.
- j. Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
- k. Outline key community relations issues and how they might be resolved.
- l. Describe any difficulties Bidder anticipates encountering in serving the City, in light of the City's status as a municipality and public entity. Explain how Bidder plans to manage them.
- m. Summary of Bidder's Quality Assurance/Quality Control Plan for this project
- n. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- o. Statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal, state or local DBE/MBE/WBE Program and any damages assessed; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Program requirements have been met.
- p. Statement that the Bidder has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.
- q. Statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments
- r. Statement of Bidder's litigation and/or arbitration history over the past five (5) years including final ruling.
- s. Statement of Bidder's bond history over the past five (5) years including any incidences of failure to perform.
- t. MBE / WBE past project performance and compliance with participation goals in comparable size commercial projects
- u. Other

4. **Consideration of Bids** The City will determine the lowest, responsive and responsible Bid. Price will not be the only consideration in that selection process.

- a. Bid Alternates, if accepted, will be selected in any order or combination. The City reserves the right to include alternates in determining the lowest, responsive and responsible Bid.
- b. The City shall let the contract to the lowest responsive and responsible bidder; however, the City may reject any or all bids, including, without limitation, all nonconforming, non-responsive, unbalanced or conditional bids and may reject the Bid of any bidder if the City believes that it would not be in the best interests of the City to contract with that bidder.
- c. The City reserves the right to waive irregularities and/or formalities.

5. **Rejection of All Bids** If the City rejects all Bids, the City may re-solicit Bids only from those Bidders that submitted a Bid pursuant to the original Invitation for Bids and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines that the delay from the normal solicitation procedure would not be in the City's best interests.

6. **Bids that Exceed the City Department's Available Funds** A director may negotiate a revised Bid with the apparent lowest, responsive and responsible bidder, including changes in Bid requirements, price, scope or quantity if: (a) the Bid is more than the appropriation or relevant budget item for this project; and (b) it is not in the City's best interests to re-solicit Bids because of time or other circumstances.

7. **Late Bids and Modifications**

- a. Bids and modifications of received after bid opening will not be considered unless: (1) they are sent by a delivery method that guarantees the bid will be delivered prior to the time of bid opening; or (2) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt.
- b. If an emergency, weather or unanticipated event poses an interruption so that bids might not be received at the City office designated for receipt of bids by the exact time specified in the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the City declares normal government operations resume.
- c. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid.

8. **Waiver of Bid Requirements** The City Manager or his/her delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's code of ordinances when it finds failure to grant the waiver would be detrimental to preserving the public health, welfare, safety or essential operations of the City; or the waiver is necessary in order to participate in a purchasing pool or cooperative or a contract derived from a purchasing pool or cooperative; or the good, supply, material, equipment or service is from a sole source; or failure to grant the waiver would result in an increased cost to the City, the requirement is one that would be waived for any bidder or proposer responding to the

solicitation, and it is in the best interest of the City to grant the waiver; or it is otherwise in the best interests of the city for any other reason as determined by the City Council.

9. **Interpretations and Addenda** All questions about the meaning or intent of the Bidding Documents may be directed to the Contracting Officer listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Contracting Officer in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.

10. **Affirmative Action** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.00 and employs fifty (50) or more persons. If you have any questions regarding the City's Affirmative Action requirements, please contact CREO KC at (816) 513-1836 or visit the City's website at [www.kcmo.gov](http://www.kcmo.gov).

11. **Buy American and Missouri Preference Policies** 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. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

12. **Contract Bonding Requirements** The successful Bidder will be required to furnish a Payment Bond and a Performance Bond as security for the faithful performance of the Work and the payment of all bills and obligations arising from the performance of the Contract.

13. **Indemnification** This Contract contains a requirement that the Contractor shall indemnify, defend 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 or resulting from any acts or omissions in connection with this Contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of City, its agencies, officials, officers, or employees. This Contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Bidder has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

14. **Bid Security Requirements** All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid, the

City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City.

15. **Forfeiture/Mistake in Bid Security** By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. If a Bidder fails or refuses to correct such mistake or to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages and the Bidder shall also be subject to debarment and damages.

16. **MBE/WBE/DBE Program Requirements** The City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are fifteen percent (15%) MBE participation and fifteen percent (15%) WBE participation. The City's CREO KC Forms and Instructions are incorporated into this Instruction to Bidders and are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS. The MBE/WBE/DBE Directory is available on the City's website at [www.kcmo.gov](http://www.kcmo.gov). Please call the Civil Rights and Equal Opportunity Department at (816) 513-1836 for assistance.

Successful Bidder shall be required to use City's Internet web-based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided MBE/WBE Program Reporting System for all applicable personnel and shall require subcontractors/subconsultants to submit same.

17. **Waiver of MBE/WBE/DBE Requirements** The City Council may waive any and all MBE/WBE/DBE requirements imposed by any Bid document or the MBE/WBE/DBE Ordinance and award the Contract to the lowest, responsive and responsible Bidder if the City Council determines a waiver is in the best interests of the City.

18. **Contract Information Management System**. Successful Bidder shall be required to use City's Internet web-based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

19. **Prevailing Wage Requirements** The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

Successful Bidder shall be required to use City's Internet web based Prevailing Wage Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Prevailing subcontractors to submit same.

20. **Workforce Program Requirements** City desires that minorities and women have a maximum opportunity to practice their trades on city construction projects. The minimum company-wide goals are a ten percent (10%) minority workforce and two percent (2%) women workforce. The City's CREO KC Forms and CREO KC Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

Successful Bidder shall be required to use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. When requested by the City, Bidder shall submit user applications to City's provided Workforce Program Reporting System for all applicable personnel and shall require subcontractors to submit the same.

21. **Pre-Bid Conference** The Procurement Services, General Services Department will hold a pre-Bid conference on **June 27, 2023 at 9:30AM in the Large Conference Room, located at 1st Floor, West, City Hall, 414 E 12<sup>th</sup> Street, Kansas City, Missouri 64106**. Attendance at the pre-Bid conference is encouraged for all Bidders on this Project.

22. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than five (5) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

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*For persons with disabilities needing reasonable accommodations please contact Andrea Dorch at 816-513-1818 or Paul Pierce at 816-513-1824. If you need to use the Relay Missouri Center call 1-800-RELAY-MO (1-800-735-2966).*



**ATTACHMENT A**  
**CONTRACT NO. EV3052 – CITY-WIDE IDIQ ELECTRICAL SERVICES,**  
**MAINTENANCE AND REPAIRS**  
**SCOPE OF SERVICES**

**A. General Requirements**

1. Contractor will furnish all labor, materials, operations for maintenance and repair, including all labor, material, equipment, transportation, services and incidentals necessary and required for the inspection of electrical systems and components, provide maintenance and repair or replacement of electrical systems and component for buildings on an “on-call” basis including but not limited to:
  - a. Planning and layout of details for installation or modifications of electrical apparatus and controls including preparation of sketches showing location of wiring and equipment;
  - b. Wiring, including but not limited, to, complex high standard, and low voltage electrical equipment;
  - c. Cabling;
  - d. Installing receptacles;
  - e. Lighting repairs, maintenance and upgrades;
  - f. Electrical repair of faulty systems, apparatus, or equipment;
  - g. Tracing short circuits in wiring, using test meter;
  - h. Measuring, cutting, bending, threading, assembling and installing electrical conduits;
  - i. Installing, maintaining, and repairing a wide variety of electrical wiring,
  - j. electrical systems, apparatus, equipment and fixtures;
  - k. Observation of installed systems, apparatus or equipment to detect hazards and need for adjustments, relocations or replacement;
  - l. Ensuring that work performed is in accordance with relevant codes; and
  - m. Working with City personnel during the design phase of each project (in regards to decisions, including but not limited to, locations of equipment, wiring, cable runs, etc.).
2. The estimated annual expenditure is \$1,000,000.
3. Provide electrical services for systems, equipment and components on an as needed basis.
4. All repair and replacement materials used shall be first quality with preference given to replacement parts as manufactured by the original equipment manufacturer (OEM); use these parts whenever available and always when a manufacturer's warranty still in effect would otherwise be voided.
5. Repair
  - a. Examine the unit for causes, which may have led to the failure; repair not only the failed portion, but also rehabilitate any other elements which appear to be in need of preventative maintenance.
  - b. Comply firstly with the servicing techniques required and/or recommended by the manufacturer of the item and secondly with generally accepted repair practices for the class of items to which the unit belongs.

- c. For any item still believed to be under warranty, conform exactly to manufacturer's requirements; advise the City of any recourse it may have with the original equipment manufacturer.
  - d. As a part of repair, check all field-adjustable settings and field-measurable tolerances. Reset these to original factory compliance; advise the City of any such settings/tolerances that cannot be repaired or for which the cost of repairs suggests that a replacement unit be considered.
6. Replacement
- a. Notify City immediately upon initial examination of any unit that cannot be repaired or for which the cost of repairs suggests that a replacement unit be considered.
  - b. Furnish only either the duplicate item from the original manufacturer or a first-quality similar item from an established manufacturer who maintains a dealer/service network of support in this area.
  - c. Replacement units must be either an exact physical and functional equal or have only acceptable differences from the original approved by City.
  - d. Coordinate all replacements with City prior to work.
- B. Provide emergency repair as required on call 24 hours a day, 7 days a week to include holidays. Emergency repairs shall consist of Work Order for repairs on short notice to restore to a safe, sound condition.
- C. All work shall be performed during regular working hours between (7:00 a.m. to 4:00 p.m.) of regular working days (Monday – Friday) unless otherwise authorized by the City Representative.
- 1. Contractor shall proceed with work when so requested and work continuously and diligently until completed.
  - 2. City shall have the right to inspect and review the work being done and to consult with Contractor at any reasonable time.
  - 3. Skilled tradesmen shall be provided to perform all work required under this Contract.
  - 4. Contractor shall maintain direct communication capability with the City's Representative 24 hours a day, seven (7) days a week, during the Contract period.
  - 5. Emergency Work - Respond in person with appropriately qualified personnel to the service location within two (2) hours of receiving notification from the City Representative with the exception of the Aviation Department and the Water Services Department, who require a response to the service location within one (1) hour of receiving notification.
  - 6. Maintenance work (non-emergency) - Schedule within two (2) working days of notification or as otherwise approved by the City's Representative.
  - 7. Perform any and all work requested by City.
  - 8. Conferences will be held at the request of City or Contractor.
  - 9. Quarterly meetings will be held at the request of the City.
- D. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.

1. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
  2. Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
  3. Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.
  4. At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
  5. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
  6. All communications given to or received from the superintendent shall be binding on Contractor.
  7. If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City.
- F. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract documents.
1. All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
  2. If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
  3. All materials and equipment shall be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

**G. Licenses and Permits**

1. Contractor, at its own expense, shall secure or cause to be secured all licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract.
2. All references in this Contract to the "Code" shall mean City's Code of Ordinances, including any amendments thereto or re-codification thereof unless the context clearly indicates otherwise.
3. Contractor shall obtain copies of all necessary licenses and permits from subcontractors required for the work before subcontractors begin work at the site.
4. Contractor shall retain such evidence in its files and make available to City within ten (10) days after City's written request.

## **H. Excavation**

1. Contractor shall adhere to the provisions of Sections 319.010 et seq., RSMo., which requires that a person or firm making an excavation in any public street, road or alley, right of way dedicated to public use, utility easement of record, or within any private street or private property do so only after giving notice to, and obtaining information from, owners of Underground Facilities. The 24-hour, toll-free accident prevention hotline number in Missouri is 1-800-344-7483 (1-800-Digrite).

## **I. Use of Site**

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from construction areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9. Contractor shall leave the Site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.
11. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.
12. Contractor shall provide information to the Water Services Department's designated representative as directed to complete an Operational Change Control Procedure document to ensure compliance with the City's permits governing wastewater operations and treatment quality.

## **J. Authorization to Work**

1. Emergency Work

- a. Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
- b. If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed within 48 hours from Contractor.
- c. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

2. Work Orders

- a. Contractor will receive Work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work. The Contractor will be given a Work Order number.
- b. If Contractor determines the maintenance work order will exceed \$5,000.00, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative.
- c. Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

**K. Not-To-Exceed Proposals**

1. Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative. Proposals shall include but not be limited to the following:
  - a. Include this Contract Number.
  - b. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
  - c. Include proposed number of Calendar Days required to complete the ordered work.
  - d. Samples, shop drawings, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

**L. Materials**

1. No reimbursement will be made for delivery fees.
2. Specific products or manufacturers will be specified by the City's Representative.
3. Contractor shall purchase only materials that can reasonably be anticipated as necessary to accomplish each Work Order. Excess useable materials shall be credited to the City.
4. Contractor shall endeavor to acquire materials at the lowest prices available.
5. Contractor shall charge City for materials at Contractor's actual cost plus and amount not to exceed 15% markup.

**M. Labor Compensation**

1. Hourly rate will be paid to the Contractor for each workman while on the job site only.

2. For purpose of billing for labor used for work performed under this Contract, including maintenance work, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly rate shall remain unchanged throughout the Contract and extensions. The hourly labor included the following items and the City shall not be liable for or bill separately for same.
  - a. Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
    - (1) Service trucks and all related expenses.
    - (2) Diagnostic and testing equipment.
    - (3) Conduit threading equipment.
    - (4) Personal lifting equipment, up to 20 feet or higher.
    - (5) Wire pulling.
    - (6) Normal expendables
    - (7) General Conditions including Insurance and Bonds
    - (8) Office expenses
    - (9) Profit and other overhead

#### **N. Cooperative Procurement With Other Jurisdictions**

The Bidder agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

#### **O. Warranty**

1. All materials and workmanship shall be guaranteed for a period of one (1) year from the date of acceptance.
2. Installed products may require manufacturer's warranties for longer periods of time. Submit warranty information with not-to-exceed proposal.

#### **P. Rental Equipment**

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rated, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor

for use of the equipment at a rate determined by the average rental rates available in the area.

3. Contractor shall provide a list of their own equipment.

**Q. Maintenance Record**

1. Contractor shall maintain an individual record of maintenance and repair performed for each City facility. This record shall include the applicable Facility Code for Building Location, date of services, applicable Work Order number, name of employee(s) that performed in/on the building, and major components replaced.
2. This record will serve as a permanent record of service and shall be submitted monthly with invoice.

**3. Facility Codes for Building Location**

<b>Oper. Unit ID</b>	<b>Bldg#</b>	<b>Bldg Name</b>	<b>Bldg Location</b>	<b>Fund</b>	<b>Dept ID</b>
A53	253	Household Hazardous Waste	4701 Deramus	1000	71710
B01		Bruce R Watkins	3700 Blue Parkway	1000	71710
C51	151	Communication Facility	1111 Locust	1000	71710
C73	173	Municipal Courts Garage Upper	1124 Cherry	1000	71710
C74	174	Municipal Courts Bldg	1101 Locust	1000	71710
C75	175	City Hall	414 E. 12th St.	1000	71710
C76	176	City Hall Garage	1125 Oak	1000	71710
C77	177	City Hall Plaza/Fountain	414 E. 12th St.	1000	71710
C78	178	Wolf Garage	1120 Oak	1000	71710
C82		J.E. Dunn Building (Old)	901 Charlotte	1000	71710
F01	1	Fire Station	15480 Hangar Rd.	1000	71723
F03	3	Fire Station	111th & North Oak Trafficway	1000	71723
F04	4	Fire Station	4000 NW 64th St.	1000	71723
F06	6	Fire Station	2600 NE Parvin Rd.	1000	71723
F07	7	Fire Station	616 West Pennway	1000	71723
F08	8	Fire Station	1517 Locust	1000	71723
F10	10	Fire Station	1505 E. 9th St.	1000	71723
F14	14	Fire Station	8300 N. Brighton	1000	71723
F16	16	Fire Station	9205 NW 112th St.	1000	71723
F17	17	Fire Station	3401 Paseo	1000	71723
F18	18	Fire Station	3211 Indiana	1000	71723
F19	19	Fire Station	550 W. 43rd	1000	71723

F23	23	Fire Station	4777 Independence Ave.	1000	71723
F24	24	Fire Station	2039 Hardesty	1000	71723
F25	25	Fire Station	401 E. Missouri Ave.	1000	71723
F27	27	Fire Stn./Hazmat Facility	6600 E. Truman Rd.	1000	71723
F28	28	Fire Station	930 E. Red Bridge Rd.	1000	71723
F29	29	Fire Station	1414 E. 63rd St.	1000	71723
F30	30	Fire Station	7534 Prospect	1000	71723
F33	33	Fire Station	7504 E. 67th St.	1000	71723
F34	34	Fire Station	4836 N. Brighton	1000	71723
F35	35	Fire Station	3200 E. Cleaver Blvd.	1000	71723
F36	36	Fire Station	9905 Holmes	1000	71723
F37	37	Fire Station	7708 Wornall Rd	1000	71723
F38	38	Fire Station	8100 North Oak Trafficway	1000	71723
F39	39	Fire Station	10003 E. 47th St.	1000	71723
F40	40	Fire Station	5200 North Oak Trafficway	1000	71723
F41	41	Fire Station	9300 Hillcrest Rd.	1000	71723
F42	42	Fire Station	6006 Red Bridge Rd.	1000	71723
F43	43	Fire Station	12900 E. 350 Hwy	1000	71723
F44	44	Fire Station	7511 NW Barry Rd.	1000	71723
F45	45	Fire Station	500 E. 131st St.	1000	71723
F47	47	Fire Station	5130 Deramus	1000	71723
F48	48	Fire Repair Shop	5130 Deramus	1000	71723
F49	48	Fire Pumper Test Bldg.	5130 Deramus	1000	71723
F57	57	Fire Radio Tower	110th St. & North Oak	1000	71723
F58	59	Fire Training Tower	5130 Deramus	1000	71723
F59	59	Fire Academy	5130 Deramus	1000	71723
F60	60	Fire Store Room	4951 Stillwell	1000	71723
G10		President Hotel Garage	Block 124, 1398 Main St.	1000	71710
G11		110 Garage	1220 Walnut	1000	71710
G12		H & R Block Garage	Block 125, 1301 Main St.	1000	71710
G13		KC Live Garage	Block 126, 151 E. 13th St.	1000	71710
G14		Wyandotte Garage/HOK	300 Wyandotte	1000	71710
G15		J.E. Dunn Parking Garage	510 E. 11th St.	1000	71710
G39		MAST	6750 Eastwood	1000	71723



			Trafficway		
G45	245	Municipal Service Center	5300 Municipal Ave.	1000	71712
G46	245	Guard House MSC	5300 Municipal Ave.	1000	71710
G50	250	Paccar Property	1301 Chouteau Trafficway	1000	71712
G52	252	Lease-Habitat ReStore	4701 Deramus	1000	71712
G79	179	Procurement-City Surplus	2600 NE Parvin Rd.	1000	71712
H30	130	New Health Facility	24th & Troost	2330	71714
H31	131	Safety Street Facility	2410 Campbell	2330	71714
K90	190	KC Museum-Main Bldg	3218 Gladstone Blvd.	1000	71710
K91	191	KC Museum-Nat. History Bldg	3218 Gladstone Blvd.	1000	71710
K92	192	KC Museum-Planetarium	3218 Gladstone Blvd.	1000	71710
K94	194	KC Museum-Fences, Grounds	3218 Gladstone Blvd.	1000	71710
K96	196	KC Museum-Gatehouse	3218 Gladstone Blvd.	1000	71710
M04	504	Sprint Center	1407 Grand Blvd.	2360	71713
M81	281	Municipal Auditorium	301 E. 13th St.	2360	71713
M82	282	Kemper Arena	1800 Genessee	2360	71713
M84	284	Bartle Hall	301 W. 13th St.	2360	71713
M85	282	Kemper Cooling Tower	1800 Genessee	2360	71713
M83	284	Bartle Conference Center	14th St. & Central	2360	71713
M86	286	Kemper Parking Garage	Near American Royal	2360	71713
M87	287	Schott Pavilion-American Royal	1901 American Royal Court	2360	71713
M88	288	American Royal Facility	1701 American Royal Court	2360	71713
M89	288	American Royal Power Plant	1701 American Royal Court	2360	71713
M90	290	Barney Allis Café	12th St. & Wyandotte	2360	71713
M91	291	Auditorium Plaza Garage	1220 Wyandotte	2360	71713
M94	294	Barney Allis Plaza	12th St. & Wyandotte	2360	71713
N03	903	Dangerous Bldg	2534 Prospect	1000	71724
N04	404	Mohart Center	3200 Wayne	1000	71720
N62	162	Vehicle Impound Facility	7750 E. Front St.	1000	71710
N76	376	Saw Mill	8100 Ozark Rd.	1000	71710
N80	380	Animal Shelter	4400 Raytown Rd.	1000	71710
N81	381	MCI Dormitory A	8100 Ozark Rd.	1000	71710
N82	382	MCI Dormitory B	8100 Ozark Rd.	1000	71710
N83	383	MCI Recreation Shelter	8100 Ozark Rd.	1000	71710

N84	384	MCI Administration Bldg.	8100 Ozark Rd.	1000	71710
N85	385	MCI Mess Hall/Gym	8100 Ozark Rd.	1000	71710
N86	385	MCI Work Release Dormitory	8100 Ozark Rd.	1000	71710
N87	387	MCI Parking Lot	8100 Ozark Rd.	1000	71710
N88	385	MCI Security Bldg	8100 Ozark Rd.	1000	71710
N89	385	MCI Detainee Dormitory	8100 Ozark Rd.	1000	71710
P42	142	Shoal Creek Police Station	6801 NE Pleasant Valley Rd.	1000	71719
P43	143	Shoal Creek Police Gas House	6801 NE Pleasant Valley Rd.	1000	71719
P44	144	Police Academy	6885 NE Pleasant Valley Rd.	1000	71719
P45	145	Police Shooting Range	6885 NE Pleasant Valley Rd.	1000	71719
P46	146	Police Driving Range	6885 NE Pleasant Valley Rd.	1000	71719
P49	149	Regional Crime Lab	6633 Troost	1000	71719
P50	150	Police Headquarters	1125 Locust	1000	71719
P52	152	Police Vehicle Maintenance Bldg	5215 E. 27th St.	1000	71719
P54	154	East Patrol Division	5301 E. 27th St.	1000	71719
P55	155	Police Heliport	4601 Eastern	1000	71719
P56	156	Metro Patrol Division	1880 E. 63rd St.	1000	71719
P57	158	Police Parking Lot	1520 Holmes	1000	71719
P58	158	Youth Detention Center	1525 Holmes	1000	71719
P59	159	Police Motor Pool Parking	1125 Cherry	1000	71719
P60	160	South Patrol Division	11109 Hickman Mills Dr.	1000	71719
P61	161	Police Parking Garage LL	1124 Cherry	1000	71719
P63	163	Police Firing Range	6900 Coalmine Rd.	1000	71719
P65	165	New Central Patrol Facility	1200 E. Linwood	1000	71719
P67	167	New Police Canine Corps	4601 Eastern	1000	71719
P69	169	Police Headquarter Annex	1328 Agnes	1000	71719
P70	170	North Patrol Division	1001 NW Barry Rd.	1000	71719
P71	171	Police Service Station	1245 Prospect Ave.	1000	71719
P72	172	Police Vehicle Processing Facility	7760 E. Front St.	1000	71719
P73	173	Metro Patrol Division (New) Station	76th Prospect	1000	71719
PT0	157	Com. Tower-Police FM	5301 E. 27th St.	1000	71719

PT1	157	Com. Tower-Police FM	50th & Bristol	1000	71719
PT2	157	Com. Tower-Police FM	75th & Holmes	1000	71719
PT3	157	Com. Tower-Police FM	68th & Booth	1000	71719
PT4	157	Com. Tower-Police FM	1001 NW Barry Rd.	1000	71719
PT5	157	Com. Tower-Police FM	112th & I-29	1000	71719
PT6	157	Com. Tower-Police FM	112th & Bennington	1000	71719
PT7	157	Com. Tower-Police FM	5100 Rockhill	1000	71719
PT8	157	Com. Tower-Police FM	414 E. 12th St.	1000	71719
PT9	172	Com. Tower-Police FM	8200 North Oak Trafficway	1000	71719
Q67	467	Police Radio Tower	22nd & Euclid	1000	71719
R95	295	Main St. Wharf Warehouse #1	Main & River	1000	71710
R96	296	State Line Wharf	State Line & Market St.	1000	71710
R97	297	Wooden Trestle	State Line near Kemper	1000	71710
S40	140	Swope Parkway Bldg	4900 Swope Parkway	1000	71718
S41	141	Swope Ridge Geriatric Ctr	5900 Swope Parkway	1000	71718
T00	400	Parking Lot	312-316 Main	1000	71710
T01	394	Metal Shed (Farmers' Island)	3rd-5th St. on Walnut	1000	71710
T02	402	River Pedestrian Bridge	100 Main	1000	71710
T03	403	Parking Lot	512-520 Main	1000	71710
T89	389	Comfort Station/Produce	425-427 Main	1000	71710
T90	390	South Wholesale Bldg	401-421 Main	1000	71710
T91	391	Central Wholesale Bldg	305-315 Main	1000	71710
T92	392	North Wholesale Bldg	5-23 E. 3rd St.	1000	71710
T93	393	River Market Office	20 E. 5th St.	1000	72000
T94	394	Farmers' Islands	402-416 Walnut	1000	71710
T95	395	Carlot Wholesale Bldg	301-421 Walnut	1000	71710
T96	396	Parking Lot	5th & Main	1000	71710
T97	397	Storage Bldg	306-310 Grand	1000	71710
T98	398	3rd & Grand Parking Lot	201-225 Grand	1000	71710
T99	399	Parking Lot	10 W. 4th St.	1000	71710
V34	234	GEM Theater	1615 E. 18th St.	1000	71715
V35	235	18th & Vine Museums	Across from GEM Theater	1000	71715
W18	218	Small Equipment Storage Bldg	2400 Russell Rd.	1000	71710
W31	231	Fuel Island	2400 Russell Rd.	1000	71710
W32	232	Vehicle Storage	2400 Russell Rd.	1000	71710

W33	232	Small Vehicle Storage	2400 Russell Rd.	1000	71710
W38	238	Solid Waste Headquarters	1815 North Chouteau	1000	71710
W39	239	Solid Waste Warehouse	1815 North Chouteau	1000	71710
W60	460	Transportation Operation Center	5310 Municipal Ave.	1000	71712
W61	260	Salt Storage Facility	5300 Municipal Ave.	1000	71712
W62	262	Garage/Storage	2001 Flora	1000	71710
W65	265	Street Maintenance #1 Admin.	2400 Russell Rd.	1000	71710
W66	266	Motor Equipment Garage #1	2400 Russell Rd.	1000	71710
W67	265	Salt Storage Facility #1	2400 Russell Rd.	1000	71710
W68	268	Street Maint.Dist.#4	4950 E. 87th.	1000	71710
W72	272	Motor Equipment Garage #3	4725 E. Coalmine Rd.	1000	71710
W73	273	Stanley Palmer Engineering Center	4721 E. Coalmine Rd.	1000	71710
W74	274	Vehicle Storage	4725 E. Coalmine Rd.	1000	71710
W75	273	Chemical Storage Facility	4721 E. Coalmine Rd.	1000	71710
W76	276	Fuel Island	4725 E. Coalmine Rd.	1000	71710
W78	278	Street Maintenance #3	4725 E. Coalmine Rd.	1000	71710
W79	278	Salt Storage SMD #3	4725 E. Coalmine Rd.	1000	71710
Z07	907	M.A.S.T. Ambulance Facility	5835 Troost	1000	71717
Z10	410	Century Towers	613-623 Garfield	1150	71730
Z11	911	Weather Station (Tower)	2911 E. 18th St.	1000	71710
Z12		J.E. Dunn (old bldgs.)	929 Holmes	1000	71710
Z25	125	KC Habitat for Humanity	1423 E. Linwood Blvd	1000	71710
Z30	230	The Castle (WALLS)	2010 Vine	1000	71715
Z33	933	LaFarge Bldg.	5701 Coalmine Rd.	1000	71710
Z80	800	City Facilities	Various Locations	1000	71710
Z81	810	Old Fire Station #35	5005 Swope Parkway	1000	71723
Z89	189	Black Archives of Mid-America	2033 Vine	1000	71710
Z99	999	MLK Village Parking Lot	2525 Euclid	1000	71710

## AVIATION DEPARTMENT

### A. KCI Overhaul Base Facilities

1. BLDG NO. 1 11200 N Convair Drive. 8300 622355
2. BLDG NO. 2 9715 NW 112<sup>th</sup> St. 8300 622355

3. FUEL Components BLDG 9634 NW 112<sup>th</sup> St. 8300 622355
4. Water Pit 9207 NW 112<sup>th</sup> St. 8300 622355
5. Waste Treatment Plant 11257 N TriStar Drive. 8300 622355
6. Central Utility BLDG 9796 NW 112<sup>th</sup> Terr. 8300 622355
7. Water Pit 9853 NW 112<sup>th</sup> Terr. 8300 622355
8. Water Vault 9853 NW 112<sup>th</sup> Terr. 8300 622355
9. AIRFRAME OVERHAUL BLDG 11268 N Convair Drive. 8300 622355
10. Barrel House 9985 NW Constellation Circle. 8300 622355
11. Butler BLDG 9938 NW Constellation Circle. 8300 622355
12. Storage BLDG 9917 NW Constellation Circle. 8300 622355

**B. Downtown Airport Facilities:**

1. East Perimeter Road, NW Richards Road, 8300, 622100
2. West Perimeter Road, NW Lou Holland Drive, 8300, 622100
3. Storage Facility, 10 NW Richards Road, 8300, 622100
4. Old Terminal Building, 250/300 NW Richards Road, 8300, 622100
5. Electrical Vault, 400 NW Richards Road, 8300, 622100
6. Aircraft Rescue & Fire Fighting Storage Building, 410 NW Richards Road, 8300, 622100
7. Airport MX and Administration, 900 NW Richards Road, 8300, 622100
8. Storage Barn, 940 NW Richards Road, 8300, 622100
9. Sand Barn, 970 NW Richards Road, 8300, 622100
10. T Hangar F, 901 N Lou Holland Drive, 8300, 622100
11. Box Hangar B, 903 N Lou Holland Drive, 8300, 622100
12. T Hangar C, 905 N Lou Holland Drive, 8300, 622100
13. T Hangar D, 907 N Lou Holland Drive, 8300, 622100
14. T Hangar E, 909 N Lou Holland Drive, 8300, 622100
15. T Hangar G and 100LL Self Service Fuel Tank, 911 N Lou Holland Drive, 8300, 622100
16. Box Hangar A, 915 N Lou Holland Drive, 8300, 622100
17. General Aviation Terminal, 925 N Lou Holland Drive, 8300, 622100

**AIRPORT  
ATTACHMENT 1  
SCOPE OF SERVICES**

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1. Contractor shall provide all labor, tools, equipment and materials to provide for electrical services at Kansas City International Airport and Charles B. Wheeler Downtown Airport (collectively "Airport"). Such service shall also include electrical substations. When doing work at either Airport, all staff will arrive in a timely manner with proper clothing, equipment, and tools that are OSHA/NEC compliant (Airport does not provide these for the electric companies). Please be aware that Charles B. Wheeler Downtown Airport has 13.2K high voltage equipment that needs trained and competent staff for safety reasons.
2. **Reservation of Right to Increase, Decrease or Modify Scope of Service.** The City reserves the right and will have the option to add, delete or modify any items of work identified in **Attachment 1 – Scope of Services** of the Contract. City shall give contractor 30 days written notice of any such modification.
3. **Minimum Qualifications.** Contractor will have the following certifications and/or training:
  - A. Must have at least three (3) years' experience with airport electrical systems, including preventative maintenance, routine maintenance, and emergency repair service.
  - B. Must be licensed and obtain all City and state permits as required by Kansas City Building Codes.
  - C. Must follow all Airport safety requirements, including proper Lock Out/Tag Out, Confined Entry programs. Contractor will submit its written safety program to Rahmaan Burns, Safety Manager, Kansas City Aviation Department, PO Box 20047, Kansas City, MO 64195, (816) 243-2228. Contractor's safety program must be kept current and will be kept on file for the length of contract.
  - D. Must understand and follow Federal Aviation Regulations, Part 139 Certification and Operations: Land Airports Serving Certain Air Carriers for all airfield maintenance issues.
4. **Security Control Procedures and Security Identification Display Area ("SIDA") Access Policy.** Title 14, Chapter 1 of the Code of Federal Regulations, Part 107, requires the Airport to adopt and put into use facilities and procedures designed to provide for the safety of persons and property traveling in air transportation and intrastate air transportation against acts of criminal violence and aircraft piracy. Contractor, and each of its Subcontractors, shall comply with all Kansas City International Airport Security Control Procedures and the Security Identification Display Area ("SIDA") Access Policy. Security Control Procedures are identified in Document 01150, as amended, attached hereto as **Attachment 13**. Document 01150, as amended, is a part of these Contract Documents and will be strictly enforced throughout the duration of Work. **Contractor's employees or Subcontractors are required to be properly badged to work independently and without escort in restricted areas.** Contractor shall notify the Airport Police immediately upon the dismissal of any one of Contractor's employees or Subcontractors who has SIDA access.

The contractor is required to have someone within their organization complete the movement area training and receive a movement area badge for both airports. This individual(s) will be responsible for being on-site during any emergency response requiring access inside the Airfield Operations Area (AOA) and provide escort to employees within their organization that have not received the required training and badge.
5. **Response Time.** Contractor shall respond to Airport for non-emergency maintenance requests by the City within four hours and for emergency repairs of critical equipment within two hours with the equipment/tools necessary to complete the work, to include work on overhead high voltage lines. The City will determine if the maintenance event is classified as non-emergency or emergency. Travel time is at the Contractor's expense.
6. **Reporting Procedures.** Contractor shall be supplied with the name(s) and telephone number(s) of the appropriate person(s) for the City for this Contract, **Attachment 3 – Contact List**. Contractor is required to report to the

specified contact person prior to and subsequent to performing any work required by the scope of services of this contract.

7. **Authorization of Work.** A written estimate is required to be submitted to the City for each corrective maintenance job request if the work is estimated to take over two hours or if the total cost of repair (parts and labor) is estimated to be over five hundred dollars (\$500.00). The estimate must specify the number of personnel hours required. No work shall begin until a City authorized representative identified within **Attachment 3 – Contact List**, issues a written or if in the case of an emergency, oral work authorization to the Contactor.
8. **Parts and Materials.** Whenever possible, Contractor shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Contractor shall provide parts and materials, which will be first-rate quality. The Contractor shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.

All parts removed from service will be returned and inspected by the City personnel identified in **Attachment 3 – Contact List**. Contractor will be responsible for the disposal of any non-repairable parts. In order to obtain Aviation Department owned and stocked parts, contact City personnel identified on the **Attachment 3 – Contact List**.

9. **Systems.**

A. **Kansas City International Airport**

- (1) Systems include: runway/taxiway in-pavement and elevated light fixtures; runway guard lights, and taxiway centerline lights; SSI runway surface sensors, RPU, CPU, and associated cabling; windsocks; rotating beacon; electrical lighting vault; Airfield Lighting Control and Monitoring System (ALCMS); electrical switch gear distribution equipment; terminal building pole mounted flood lighting; terminal apron flood lighting.
- (2) Lighting on all signage includes overhead sign bridges, internally and externally lighted signs, gate numbers, external illumination of buildings, flagpole lighting, emergency generator and automatic transfer switch.

B. **Charles B. Wheeler Downtown Airport**

- (1) Systems include street lighting, airport beacon and the obstruction lights on the Briarcliff Bluff; Siemens constant current regulators; switch gear; emergency generator systems and associated controls and components; Westinghouse transformers and switch gear and S&C switch gear; windsocks; runway/taxiway in-pavement and elevated light fixtures; runway guard lights; SSI runway surface sensors, RPU, CPU and associated cabling; electrical lighting vault; and terminal apron flood lighting.
- (2) A dual feed 13,200-volt power distribution system that consists of an underground and above ground distribution system plus several substations, switching stations and numerous transformer locations with a metering system that covers almost all of the airport facilities. The airport acquires its power at 13,200 volts from KCPL from two separate distribution sources and in turn dual feeds most of the critical facilities on the airport.

10. **Services to be performed.**

A. **Kansas City International Airport (MCI)**

- (1) Provide all labor, tools, equipment and materials necessary to provide high line work, high voltage regulator and switchgear work, Airport lighting system work, fault locating repair of buried cables, and routine maintenance. The electrical service required involves high voltage airfield and street lighting.

This includes the airfield lighting regulators, switchgear, auxiliary power generator, direct buried cable and the associated control circuitry for the foregoing systems.

- (2) Develop and provide monthly maintenance schedule(s) for normal and preventative work, including routine cleaning of equipment and the facilities in which the equipment is located or housed, inspecting and fine-tuning all equipment as directed to meet operating standards and replacing, if necessary, and identifying any future problems.
- (3) Provide monthly written reports describing the service performed to all electrical systems, including the model number, serial number, location, date removed from service, date repairs were completed and date returned to service.

**B. Kansas City Charles B. Wheeler Downtown Airport (MKC)**

- (1) Provide all labor, tools, equipment and materials necessary to perform high voltage (13,200 volts) line and underground cable; switchgear; and transformer repair, maintenance and preventative maintenance. Provide high voltage constant current airfield regulator and control circuit repair and maintenance. The electrical service required involves high voltage airfield and power lines plus street lighting. This includes the airfield lighting regulators, switchgear, auxiliary power generators, direct buried cable and the associated control circuitry for the foregoing systems.
- (2) Draw oil samples from energized equipment without power shutdown. Test samples for Dielectric, Acid Number, Interfacial Tension, Colour, Specific Gravity, Visual Conditions, PCB and Gas Chromatography as required; provide a comprehensive written report of findings on each piece of equipment, arrange to facilitate annual updatings.
- (3) Perform multiple-pass hot oil cleaning (refining) of energized transformers as required.
- (4) Develop and provide monthly maintenance schedule(s) for normal and preventative work, including routine cleaning of equipment and the facilities in which the equipment is located or housed, inspection and fine-tuning all equipment as directed to meet operating standards and replacing, if necessary, and identifying any future problems.
- (5) Provide monthly written reports describing the service performed to all electrical systems, including the model number, serial number, location, date removed from service, date repairs were completed and date returned to service.

11. **Recommended Equipment Needed.** The following is a recommended, but no a complete list of equipment and tools Contractor will need for use in trouble shooting and repair work. Contractor shall have or be able to reasonably obtain all equipment and tools listed below in order to adequately respond to Airport.

- A. Airport Maintenance vehicle and airport approved yellow beacon light
- B. Airport Ground Control Radio for communications with Control Tower
- C. Megohm Insulation Tester up to 1 kV
- D. Fluke 87 True RMS multimeter with clamp on Amprobe or equivalent
- E. Two-way radio and or mobile telephone
- F. 3M model 2273 Dynatel Cable & fault locator or equal
- G. 3M model 2206-all Electronic Marker System Locator or equal
- H. 3M Dynatel 3200 Series Active Duct Probe or equal
- I. Case 580 backhoe or equal
- J. OSHA-approved personnel retrieval device for work in manholes
- K. OSHA-approved confined space air monitoring device for work in manholes
- L. OSHA-approved air ventilation equipment
- M. Water pump for manholes and can banks
- N. Gas or Diesel powered electric generator
- O. Portable light unit
- P. 125' man lift for Terminal Apron Lighting
- Q. Boom truck to set 30' light poles



- R. Trailers
- S. Safety equipment
- T. Barricades
- U. Street plates
- V. Flasher board
- W. Wire puller
- X. OSHA approved pole stick
- Y. Weighted low profile barricades with red flashing light
- Z. OSHA approved air monitor for confined space to the list of recommended equipment.

12. **Utilities.** Contractor is responsible for calling "DIG-RITE" (underground utility notification service) or the individual utilities companies.
13. **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 if may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrightable patents.

## ATTACHMENT 2 - RESPONSIBILITY OF CITY

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The City shall:

1. Provide reasonable information to enable Contractor to adequately carry out its responsibilities.
2. Provide two (2) copies of the Airport Certification manual and all applicable FAA Advisory Circulars, as requested.
3. Provide to Contractor a current listing of the contact person(s) authorized as representatives of the City and the associated number(s). Said list will be made a part of this Contract as **Attachment 3 – Contact List**.
4. Provide Contractor with current master drawings of electrical utilities, as requested.

## ATTACHMENT 3 - CONTACT LIST

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1. Contractor, name two persons who can be contacted during **normal working hours** (8 a.m.-5 p.m.):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Business Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. Contractor, name two persons who can be contacted during **non-regular and emergency situations** (nights, weekends, holidays, etc.):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Business Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. City Contacts:

Name: Ian Redhead

Name: Tony Nolting

Title: Deputy Director Operation and Maintenance

Title: Electrical Systems Supervisor, MCI

Business Phone: 816-243-3180

Business Phone: 816-243-7388

Cell/Pager: 816-335-5038

Cell/Pager: 816-835-0658

Email Address: ian.redhead@kcmo.org

Email Address: tony.nolting@kcmo.org

Name: Melissa Cooper

Name: Chris Blackburn

Title: Airport Manager, MKC

Title: Maintenance Supervisor, MKC

Business Phone: 816-859-7610

Business Phone: 816-859-7614

Cell/Pager: 816-719-1483

Cell/Pager: 816-645-2720

Email Address: Melissa.cooper@KCMO.org

Email Address: chris.blackburn@KCMO.org

## ATTACHMENT 3

### Charles B. Wheeler Downtown Airport (MKC)

#### Driver's Training and Security Information

For

Contracts

#### DRIVER'S TRAINING

Every year there are many accidents and/or incidents involving aircraft and ground equipment on airports that result in property damage, personal injury and sometimes, death. Most of these accidents and/or incidents could have been prevented.

In an effort to enhance the safety of ground vehicle operations at The Charles B. Wheeler Downtown Airport (MKC), the Aviation Department has developed an Air Operations Area (AOA) Driver Training Program for all airport employees, tenant's employees and contractors with an official need to drive on the Air Operations Area (AOA).

#### GENERAL

The AOA Driver's Training Program is maintained by Airport Operations. This program consists of two formal driver training classes: Non-Movement area and Movement area.

**The Non-Movement class deals with ground vehicle operations in areas of the AOA that are not under positive control of the FAA control tower and do not require tower clearance.**

**The Movement class deals with ground vehicle operations on taxiways, runways and their associated safety areas. These areas are under positive control of the control tower and require tower clearance for entry.**

Knowledge of ground vehicle operations in the Non-Movement area is a prerequisite for the Movement class.

All personnel who have an official need to drive on the AOA must complete one or both of these classes.

#### PROCEDURES

In order to be eligible for a Charles B. Wheeler Downtown Airport AOA ID Badge with authorization to operate a vehicle on the AOA, all applicants must possess a current, valid, state issued vehicle operator's license to operate a motor vehicle, and must complete the required driver's training class.

No person shall operate any motor vehicle on the AOA without a MKC Airport AOA ID Badge with driving authorization unless that person is being escorted by someone that has a valid MKC Airport AOA ID Badge.

All applicants must successfully complete the applicable driver's training class before the issuance of the AOA ID Badge with driving authorization.

Applicants seeking a Non-Movement Area badge must complete a Non-Movement Area driver's training course. All applicants must pass the Non-Movement Area course written test. If an applicant does not pass the written test, they will be allowed to retake the test

## ATTACHMENT 3

All applicants seeking a Movement Area authorization must successfully pass the Non-Movement Area course first. All applicants must attend the Movement Area course and pass a written test. In some instances, certain individuals will be given airfield familiarization training that is in line with their job function.

### RECURRENT TRAINING

**Non-Movement Driver Authorization:** Those persons issued a non-movement area driver's badge will need to attend and pass the Aviation Department's recurrent non-movement driver training class prior to the expiration of their Downtown Airport ID badge. Non-movement area driver's training and badges are issued with a two-year expiration.

**Movement Driver Authorization:** Those persons issued a movement area driver's badge will still need to complete the non-movement area driver's training as well as the movement area driver's training. Movement area driver's training and badges are issued with a one-year expiration.

**Contractor's Badges:** In most cases, contractor's non-movement and/or movement area badges are issued for the duration of the construction project.

### IDENTIFICATION SYSTEMS

No person will be allowed to drive a vehicle or equipment in the AOA without proper authorization; i.e., completion of the applicable driver's training course and possession of the applicable Downtown Airport badge. Any person found driving on the AOA without proper authorization or proper escort, will be immediately removed from the AOA and subject to trespass violation.

The authority to approve, produce, issue and de-activate MKC badges lies solely with the Kansas City Aviation Department. No person shall produce, copy, issue, or use a similar identification badge at MKC. No person shall in any way alter MKC badges. MKC badges are issued for the exclusive use of the individual identified on the badge.

All persons within the AOA must display their airport-issued badge on their person, at all times, when working within the AOA. The badge should be displayed on the outer-most piece of clothing and worn above the waist where it is most visible.

If an airport-issued ID / access badge is lost or stolen, the individual who was issued the badge is responsible for notifying airport management so that the badge can be deactivated.

Expired airport-issued ID / access badges are automatically deactivated and no longer provide access to the AOA.

When airport-issued ID / access badges are no longer needed (resignation, end of construction project, etc.) it is the badge holder's responsibility to return the badge to the Aviation Department. Airport tenants who terminate an employee are responsible to collect that employee's badge and return it to the Aviation Department.

## ATTACHMENT 3

### AOA VEHICLE GATE ACCESS

Some AOA vehicle gates are secured with the Downtown Airport's access control system and some AOA vehicle gates are secured with a chain and lock. The Aviation Department at the Downtown Airport provides individuals with the correct type of gate access based upon their operational needs.

Contractors are allowed to place a contractor's lock on an AOA vehicle gate if needed for a project. The lock must be daisy-chained through the Aviation Department's lock and will be removed at the end of the project. If the contractor's lock is found not daisy-chained; thereby, locking out the Aviation Department, the contractor's lock will be manually cut off and the contractor will not be allowed to replace it.

### ESCORTING PROCEDURES

Individuals who do not have an unescorted access authority to the AOA but have an operational need to enter the AOA must be under positive escort by a person who has a valid airport-issued ID / access badge. Positive escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure that they are actually engaging in only the activities for which escorted access was granted. Should the individual being escorted engage in unauthorized activity, the person providing the escort should first conduct a verbal challenge then contact Airport Security and/or Airport Operations to remove the person under escort from the AOA.

### BADGING

Prior to the issuance of any MKC identification/access badge, each contractor or subcontractor must have an Authorized Signature Letter, on file in the Airport ID Office, designated the contractor's representative authorized to handle questions regarding badging and designate access if needed.

The following documents are required to be presented at the Airport ID Office as specified:

- Airport ID Office personnel must verify the identity of the individual through 1 form of photo identification issued by a federal or state government authority, and ensure the printed name on the application is legible.
- *MKC Airport Identification Badge Request, Individual Responsibilities and Penalties, Security Access Background Check and Third Party Signatory Forms*, (known as the Badge Application Packet) must be completed and signed by the applicant and the contractor's authorized signatory designated on the Authorized Signature Letter.

Completed *Badge Packet* forms should be brought with requestor at their scheduled training times. No badges will be issued without a completed Badge Application Packet.

Each Contractor or subcontractor properly badged with a MKC photo identification badge (Yellow/Green) will be totally responsible for the actions of their employees who have only been issued a non-photo MKC color-coded (Yellow) Contractor ID badge. All Contractors and subcontractor's employees issued a color coded Contractor badge without photo identification, shall

### ATTACHMENT 3

remain under the supervision of a properly badged supervisor with a MKC issued movement photo identification badge (Yellow/Green) while operating on the AOA.

*The Individual Responsibilities and Penalties Form* describes requirements for badges not returned, and badge renewals. The project completion date listed on the form will be the badge expiration, not to exceed 24 months. There will be a \$50 charge to replace a lost photo identification badge during the length of the project or not returned at the completion of the project.

## ATTACHMENT 2

issued. The locksmith will also prepare padlocks for securing the AOA Perimeter post gates that are not controlled by card readers. After the keys and padlocks are prepared, they will be charged out to the Airport ID Office. The Airport ID Office will then assume control, accountability, and responsibility of the keys and padlocks.

**Key Custodian** – An Authorized Signature Form, **Attachment 2**, must be on file in the ID Office prior to the issuance of any access control keys. The individuals listed on the form are designated as the Key Custodian and are authorized by the tenant, company or Aviation Department to request keys and/or padlocks. The Key Custodian must have a valid airport-issued identification/access badge authorized for the specific area of which the keys are requested.

**Escort Procedures** – Persons who do not have unescorted access authority and have a need to enter the Secured Area, must be under “positive” escort by a person who has a valid authorized identification/access badge for the Secured Area. “Positive” escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) is unresponsive to the verbal challenge, ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up. ***No person may be escorted onto the Secured Area who has been granted unescorted access authority and does not have their badge in their possession. Secured Area media must be properly displayed at all times.***

**Vehicle Identification** – All vehicles operating on the Secured Area must be properly marked and lighted. It will be the driver's responsibility to ensure the vehicle is in compliance, violators will be denied access or removed.

- **Markings** – vehicles operating on the Secured Area be clearly marked with company name, symbols, words, and/or number so as to be easily identified as belonging to a particular tenant, organization, the City, or contractor.
- **Lighting** – all vehicles operating on the Secured Area will be lighted with an amber flashing or rotating beacon mounted on the uppermost part of the vehicle when possible and reasonable or equipped with lighting visible from all sides.

Personally-owned vehicles are not authorized on the Secured Area.

**Access Media** – ID badges for Secured Area access are issued by the Airport Identification Office after completion of a finger-print based Criminal History Records Check (CHRC), or Certification by the employer that they have completed the CHRC and after completion of a Security Threat Assessment (STA). ID badges serve as both access and identification indicating authorized access to specific areas on the Airport and are color-coded for definition.

### **B. Air Operations Area (AOA)**

**Description** – the AOA at KCI is any other area within the perimeter fence that is not included in the Secured Area. Boundaries of the AOA are recognized by fences, buildings, controlled access points, pavement markings, and warning signs. The boundaries and pertinent features of the AOA at KCI include three runways, taxiways, ARFF, United States Postal Service, cargo ramp areas, General Aviation, north Aviation Field Maintenance Facility, and the Overhaul Base.



## ATTACHMENT 2

### Access Control System

*Reference Secured Areas, Access Control System, Paragraphs 1-6.* In addition, access control systems for the AOA include the following: Vehicle Post Gates not electronically controlled will be secured with chain and padlocks. Separate padlocks and key sets will be issued by the Airport ID Office to each organization requiring access to specific AOA post gates. These post gates may have one or any combination of padlocks on it from different organizations, however, only up to four padlocks per each post gate are allowed. These organizations include: Aviation Department, FAA, Kansas City Power and Light, Kansas City Health Department, USDA Wildlife Services, and Missouri Public Works (MoPub). Keys will be issued to employees of these organizations on an individual basis only. All padlocks required will be issued to one individual from each organization. To receive a key or padlock, the individual must have a valid airport-issued identification/access badge authorized for the specific area of which the padlock and keys are requested. An AOA Post Access Key/Padlock Request Form, **Attachment 5**, must be presented to the Airport ID Office and include an authorized signature. The Key Custodian will use the KCI Airport AOA Access Key Issue Log, **Attachment 6**, to record keys issued to employees for the padlocks.

The Aviation Department will be notified when there is no longer a need for access to a specific area or post gate by an organization before removing the issued padlock. An Aviation Department representative will accompany the organization's individual when the padlock is removed and ensure the AOA Post Gate is secured. All keys and padlocks will be returned to the Airport ID Office. At a minimum of once a shift, the Airport Police will check all post gates to verify all padlocks and post gates are secured. Any discrepancies found will be reported immediately to Airport Police supervision. The unsecured padlock will be secured by the Airport Police officer, who will ensure it is secured with an Aviation Department padlock. A formal report will be made by the Airport Police Officer.

Escort Procedures – Persons who do not have unescorted access authority and have a need to enter the AOA, must be under “positive” escort by a person who has a valid authorized identification/access badge for the AOA. “Positive” escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) is unresponsive to the verbal challenge, ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up. ***No person may be escorted onto the AOA who has been granted unescorted access authority and does not have their badge in their possession.***

Vehicle Identification – All vehicles operating on the AOA must be properly marked and lighted. It will be the driver's responsibility to ensure the vehicle is in compliance, violators will be denied access or removed.

- Markings – vehicles operating on the AOA will be clearly marked with company name, symbols, words, and/or number so as to be easily identified as belonging to a particular tenant, organization, the City, or contractor.

## ATTACHMENT 2

- Lighting – all vehicles operating on the AOA will be lighted with an amber flashing or rotating beacon mounted on the uppermost part of the vehicle when possible and reasonable or equipped with lighting visible from all sides.

Personally-owned vehicles are not authorized on the Air Operations Area.

Perimeter Post Gates – The number of outlying vehicle Post Gates in the perimeter fencing are low throughput and limited to the minimum required for the safe and efficient operation of the airport. The Post Gates are designated by number with the same corresponding number affixed to the gate. All perimeter Post gates are secured with lock and chain and controlled by the Aviation Department under the Airport's Lock and Key Procedure outlined in the KCI Airport Security Program. Other locks may be added in conjunction with the Aviation Department locks only after approval of the Aviation Department.

Vehicle Access Post Gates – Vehicle post gates allowing access to the Secured Area and AOA are controlled under the provisions of 49 CFR Part 1542.203. An airport-issued identification/access badge is required to enter the AOA through the vehicle post gates.

### C. Security Identification Area (SIDA)

Description – The SIDA at KCI has the same boundaries as the Secured Area. It also includes the inside of the buildings and the ramp areas of ARFF, United States Postal Service, cargo facilities, FBO, and Field Maintenance located north of the terminal buildings. Individuals are subject to a fingerprint – based Criminal History Records Check or CHRC Certification from their employer, as well as a Security Threat Assessment (STA) performed by the Transportation Security Clearinghouse through the Kansas City Aviation Department. The employer must verify a CHRC has been performed and verify that the individual has received security training.

KCI has one general aviation tenant located north of the terminal buildings among the cargo facilities. Though the general aviation facility is described in the KCI Airport Security Program as a SIDA, it is unrealistic to badge all private aviation customers. The general aviation tenant will be responsible for the security of their leasehold and escort of their respective customers, and challenging of apparent unauthorized persons. All customers must check in at the customer service desk prior to entering the SIDA. Customers arriving by aircraft may be monitored as they proceed from their aircraft to the general aviation facility. Customers of general aviation are restricted to those areas on the general aviation ramp necessary to conduct their business. The general aviation tenant is responsible to ensure their customers are adequately monitored or escorted, and do not deviate to other non-authorized areas. Tenant employees should challenge unescorted/unidentified persons on the SIDA, or contact the Airport Police for response.

Escort Procedures – Persons who do not have unescorted access authority and have a need to enter the SIDA, must be under “positive” escort by a person who has a valid authorized identification/access badge for the SIDA. “Positive” escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) is unresponsive to the verbal challenge, ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up. ***No person may be escorted onto the SIDA who has been granted unescorted access authority and does not have their badge in their possession.***

### D. Accountability

## ATTACHMENT 2

When a key has been lost, reported stolen, or not returned by terminated or transferred employees, the tenant / contractor, organization manager, or Key Custodian will immediately notify the Airport ID Office or the Airport Communication Center at 243-4000. The tenant manager / contractor and the Aviation Department will take immediate action to monitor those access points compromised, to include the associated general ramp area. If appropriate, a physical description of the individual will also be provided to the Airport Police. The Airport Police will make additional patrols in the area and challenge any suspicious individuals or activity until all affected locks are changed.

Any lock or padlock that is compromised must be replaced or decommissioned in one (1) hour. A sufficient number of locks, padlocks, cores, and keys will be available so that, if compromised, the entire lock and key system may be replaced within 24 hours. Locks controlling access to the AOA (49 CFR Part 1542.203) are deemed compromised when 5% of the keys are unaccounted for.

### **E. Fingerprint Based Criminal History Records Check**

General – KCI will follow the procedures in 49 CFR 1542.209 for those persons requiring unescorted access authority to the Security Identification Display Area (SIDA), Secured Area and/or AOA. Maintenance of the criminal history record will be the responsibility of the airport or agency authorized to request, receive and review criminal history. It will be the responsibility of the airport to destroy this information at the appropriate time. These responsibilities will not be further delegated. KCI will ensure no individual is granted unescorted access to the SIDA, Secured Area or AOA unless the individual has undergone a fingerprint based Criminal History Records Check (CHRC), or provided a Certification, from their employer, that does not disclose the individual has been convicted, or found not guilty by reason of insanity of any of the disqualifying crimes in any jurisdiction during the 10 years before the date of the individual's application. Additionally, individuals requiring unescorted access to the SIDA must successfully complete a Security Threat Assessment (STA) performed by the Transportation Security Clearinghouse through the Kansas City Aviation Department.

For List of Disqualifying Crimes, see **Attachment 7**.

Exemptions: KCI will authorize the following individuals unescorted access authority upon receipt of a Certification form, **Attachment 9**:

- Any employee of the Federal, state, or local government (including a law enforcement officer) who, as a condition of employment, has been subjected to an employment investigation that includes a criminal records check.

Notwithstanding the requirements of 49 CFR Part 1542.209, KCI may authorize the following individuals unescorted access authority upon receipt of a Certification form, **Attachment 9**, signed by an authorized individual:

- An individual who has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, or aircraft operator, or contractor to such an entity, provided the grant for his or her unescorted access authority was based upon a fingerprint based CHRC through TSA or FAA.
- An individual who has been continuously employed by an aircraft operator or aircraft operator contractor, in a position with authority to perform screening functions, provided the grant for his or authority to perform screening functions was based upon a fingerprint based CHRC through TSA or FAA.

KCI has 2 'Visionics' electronic fingerprint machines located in the Airport ID Office at the Airport Police Building. The Airport ID Office personnel have received adequate training to collect fingerprints and transmit the data with these machines.

## ATTACHMENT 2

Procedures – At the time of fingerprinting, KCI will provide the individual to be fingerprinted a Fingerprint Application, **Attachment 7**, acknowledging the individual does not have a disqualifying offense as well as disclosure responsibilities.

Each individual must complete and sign the Fingerprint Application prior to submitting his or her fingerprints.

The Airport ID Office personnel must verify the identity of the individual through 2 forms of identification prior to fingerprinting and ensure the printed name on the application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.

One set of legible and classifiable fingerprints will be collected by Airport ID Office personnel and processed electronically to the FBI through AAEE as required by the TSA.

Results of a CHRC will be electronically received by an ASC. The criminal record information provided by the FBI will not be disseminated to anyone other than:

- The individual to whom the record pertains, or that individual's authorized representative;
- Officials of other airport operators who are determining whether to grant unescorted access to the individual;
- Aircraft operators who are determining whether to grant unescorted access to the individual; or
- Others designated by the TSA.

When a CHRC on an individual seeking unescorted access authority discloses an arrest for any disqualifying criminal offense, without indicating a disposition, KCI will determine after investigation, the arrest did not result in a disqualifying criminal offense before granting that authority.

KCI will accept certification from aircraft operators for each individual seeking unescorted access authority for the aircraft operator employees and contractors under the provisions of TSR Part 1544.229. Individuals seeking unescorted access authority under these provisions must present a completed Certification form, **Attachment 9**, signed by an individual listed on the Authorized Signature form. **Attachment 2**.

Each individual with unescorted access authority who has a disqualifying criminal offense must report the offense to the airport operator and surrender their KCI Airport-issued identification/access badge to the Airport ID Office within 24 hours of the conviction or finding of not guilty by reason of insanity.

If information becomes available to the airport operator indicating that an individual with unescorted access authority has a disqualifying criminal offense, the ASC will determine the status of the conviction. If a disqualifying offense is confirmed, KCI will immediately revoke any unescorted access authority.

The airport user must report to KCI information, as it becomes available, that indicates an individual with unescorted access authority may have a disqualifying criminal offense.

Unclassifiable Fingerprints – In instances where fingerprints are unclassifiable or unattainable due to physical impairment, KCI will utilize the following procedure to clear an individual and grant unescorted access authority to the Secured Area/SIDA:

- KCI or an aircraft operator will conduct a full 10-year employment verification on the individual. An individual will not be considered "cleared" under this investigation if there is an

## ATTACHMENT 2

unexplained gap of 30 days or more pertaining to the individual's whereabouts during this 10-year period.

- The individual must present, with his or her application for unescorted access authority, a certified birth certificate (along with a certified translation if the birth certificate is not in English).
- The individual must present, with his or her application for unescorted access authority, a current government issued identification card with a photo of the individual.
- If the individual is a foreign national, the individual must present, with the application for unescorted access authority, a valid and current work visa or other equivalent document (which must be verified with the United States Citizenship and Immigration Services).
- KCI or an aircraft operator will request, through the TSA, a manual FBI criminal history records check (CHRC) based on personal information contained in the procedure described above.

Fees – KCI will charge the following fees for each fingerprint taken at the Airport ID Office:

- \$31 – fingerprints taken using the Airport's Submitting Office Number (SON).

Audit – Each airport user must provide KCI with either the name or title of the individual acting as custodian of the files, the address, of the location where the files are maintained, and the phone number of that location. The airport user must provide KCI and TSA with access to these files. KCI will conduct an annual audit under the provision set forth by TSA.

### F. Identification Systems

General – No person will be allowed within the Secured Area, SIDA, or AOA of KCI Airport without the possession of a valid airport-issued ID badge authorized for access into these areas or under direct escort by a properly-badged person. Any person found in the Secured Area, SIDA or AOA without proper identification as described herein, will be considered unauthorized, immediately removed from the Secured Area, SIDA or AOA, and subject to prosecution.

Display – All persons within the Secured Area, SIDA or AOA of KCI Airport will display on their person, at all times while in the area, a valid identification badge issued or approved by KCI Airport. Individuals in the Secured Area, SIDA or AOA must continuously display the identification badge issued to that individual on the outermost garment, above waist level, or be under escort by a properly badged individual. KCI Airport will provide a map of these boundaries to individuals with unescorted access authority. **Attachment 14.**

Authorized Identification – The following means of identification are authorized on the airport by KCI:

- Airport-issued identification/access badges described herein;
- FAA Form 110A is recognized as authorizing FAA Aviation Safety Inspectors unescorted presence and movement to those portions of a Security Identification Display Area (SIDA) as necessary to the conduct of his/her assigned duties.
- The use of aircraft operator identification media issued to flight and cabin crew members of U.S. certificated aircraft operators is authorized for unescorted movement in the following portions of the Secured Area: The immediate vicinity of the aircraft to which flight crew is assigned; flight crew operations/flight office, or the equivalent; and points in between, as defined in the KCI Airport Security Program.

## ATTACHMENT 2

Flight crewmembers must be in uniform and wear an aircraft operator issued identification medium, readily visible at waist level or above. Such ID must be worn by the crewmember to whom it was issued.

- Airline Temporary Badges – Temporary badges are issued to KCI Airline Managers for the purpose of providing non-KCI based airline employees temporary access to the Secured Area. The airline temporary badge must be worn in conjunction with the aircraft operator ID medium and will be issued on a day-to-day basis to the non-KCI based employees needing temporary access to a specified area within the Secured Areas of the airline’s leased premises. The Airline Manager will provide site-specific training for non-KCI based employees.

Each Airline Manager is required to complete an Application form, **Attachment 10**, for each temporary badge assigned to them. The Airline Manager is responsible for the control and accountability of the airline temporary badges assigned their respective airline.

Airline temporary badges are valid for one calendar year. If at anytime while in the possession of an airline temporary badge, the authority of that individual is questioned, the holder’s access authority can be verified by contacting the associated Airline Manager. All airline temporary badges will be returned to the associated Airline Manager at the conclusion of the workday.

- Law Enforcement Temporary Badges – Temporary badges are issued by KCI to supplemental Law Enforcements Agencies identified in the KCI Airport Security Program in the event emergency security measures are mandated by TSA requiring Law Enforcement support in excess of the number of available Airport Police Law Enforcement Officers. These temporary badges do not authorize unescorted access to the Secured Area, SIDA, or AOA however, must be worn at all times when the individual is acting as an agent of the Airport Police. Temporary badges are issued on a day-to-day basis and returned to the Airport Police at the conclusion of assignment.
- \* Contractor badges are issued to individuals who are providing contractor or construction work on the airport. Individuals may only be in the areas of their assigned construction activity. Primary contractors will be issued the appropriate color-coded badge required for the area in which they are working. All other personnel associated with each project will be under positive escort at all times while working within the Secured Area, SIDA, or AOA. A deposit of \$100 is required for each contractor badge issued and reimbursed when the badge is returned.

Application – Prior to the issuance of any KCI Airport identification/access badge, each tenant/company must have an Authorized Signature Form, **Attachment 2**, on file in the Airport ID Office. The following documents are required to be presented at the Airport ID Office as specified:

- Airport ID Office personnel must verify the identity of the individual through 2 forms of identification prior to fingerprinting and ensure the printed name on the application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.
- Application form, **Attachment 10** - must be completed, and signed by the applicant and an individual listed on the respective Authorized Signature Form. The employer of the individual for whom the badge is being requested must make applications for badges. Please refer to the instructional document entitled, “Step-by-Step Procedures for the Completion of the KCI Airport ID Badge / Proximity Card Application (Attachment 10)”, which is located at the end of this document.

## ATTACHMENT 2

- Fingerprint Application, **Attachment 7** - must be completed and signed by the applicant or present a Certification form, **Attachment 9**, signed by an individual listed on the Authorized Signature Form.
- Certificate for Reassigned or Temporarily Assigned Airline or Tenant Employees form, **Attachment 12** - must be completed and signed by those individuals who have received Secured Area/SIDA training at another airport and desire to waive the training at KCI. This form includes a map and description of the Secured Area/SIDA and contains contact information for law enforcement.
- Tenant and Contractor Letter of Agreement, **Attachment 13** - must be completed and signed by both the tenant company and the contractor company and must be on file in the Airport ID Office before any badge is issued to contract employees. This form ensures the contractor is authorized to provide services for a tenant company. The form describes requirements for deposits, badges not returned, and badge renewals. The project completion date listed on the form will be the badge expiration, not to exceed 24 months.

Accountability – Identification/access badges will be issued on an individual basis. Each badge will be numbered and this number will be assigned to an individual. Any individual losing a badge will report the loss immediately to the Airport ID Office. Replacement of a lost, stolen, or expired badge will only be issued if an individual declares in writing that the medium has been lost or stolen and a \$50 charge assessed. The payment will be made prior to a new badge being issued unless the company has an agreement, beforehand, to pay for any lost badges. The company is responsible for the immediate reporting of a lost badge.

When an individual no longer has a need for a badge, the company will be responsible to ensure the Airport ID Office is notified immediately and the badge physically returned to the Airport ID Office. The company will be billed \$50 for badges not returned. Aviation Department contractors must return all badges at the completion of their project. The \$100 deposit will be withheld for each badge that is expired, lost, or not returned.

For ongoing audit purposes, the Airport ID Office supervision prepares monthly Active Badge Reports, which are mailed out to each active company on the 1<sup>st</sup> day of the month. Each company is instructed, by an accompanying letter, to return the Active Badge Report no later than the 15<sup>th</sup> of the month, or their service is discontinued pending receipt of the report. In addition, random monthly "spot checks" will be conducted physically – or by way of facsimile request – to the active companies' management by the ID Office manager that will include all identification/access badge holders. Each active company will be "spot checked" at least one annually.

### G. Training

All applicants for an airport-issued identification/access badge at KCI will receive training through a computer-based learning system using verbal, visual, and written material to ensure understanding. Each employee, tenant employee, or other authorized individual issued an airport identification/access badge allowing access to the Secured Area/SIDA and AOA, is required to successfully complete the airport security training curriculum approved by the TSA, in accordance with 49 CFR Part 1542.213.

## ATTACHMENT 3

### Charles B. Wheeler Downtown Airport (MKC)

#### Driver's Training and Security Information

For

Contracts

#### DRIVER'S TRAINING

Every year there are many accidents and/or incidents involving aircraft and ground equipment on airports that result in property damage, personal injury and sometimes, death. Most of these accidents and/or incidents could have been prevented.

In an effort to enhance the safety of ground vehicle operations at The Charles B. Wheeler Downtown Airport (MKC), the Aviation Department has developed an Air Operations Area (AOA) Driver Training Program for all airport employees, tenant's employees and contractors with an official need to drive on the Air Operations Area (AOA).

#### GENERAL

The AOA Driver's Training Program is maintained by Airport Operations. This program consists of two formal driver training classes: Non-Movement area and Movement area.

**The Non-Movement class deals with ground vehicle operations in areas of the AOA that are not under positive control of the FAA control tower and do not require tower clearance.**

**The Movement class deals with ground vehicle operations on taxiways, runways and their associated safety areas. These areas are under positive control of the control tower and require tower clearance for entry.**

Knowledge of ground vehicle operations in the Non-Movement area is a prerequisite for the Movement class.

All personnel who have an official need to drive on the AOA must complete one or both of these classes.

#### PROCEDURES

In order to be eligible for a Charles B. Wheeler Downtown Airport AOA ID Badge with authorization to operate a vehicle on the AOA, all applicants must possess a current, valid, state issued vehicle operator's license to operate a motor vehicle, and must complete the required driver's training class.

No person shall operate any motor vehicle on the AOA without a MKC Airport AOA ID Badge with driving authorization unless that person is being escorted by someone that has a valid MKC Airport AOA ID Badge.

All applicants must successfully complete the applicable driver's training class before the issuance of the AOA ID Badge with driving authorization.

Applicants seeking a Non-Movement Area badge must complete a Non-Movement Area driver's training course. All applicants must pass the Non-Movement Area course written test. If an applicant does not pass the written test, they will be allowed to retake the test



## ATTACHMENT 3

All applicants seeking a Movement Area authorization must successfully pass the Non-Movement Area course first. All applicants must attend the Movement Area course and pass a written test. In some instances, certain individuals will be given airfield familiarization training that is in line with their job function.

### RECURRENT TRAINING

**Non-Movement Driver Authorization:** Those persons issued a non-movement area driver's badge will need to attend and pass the Aviation Department's recurrent non-movement driver training class prior to the expiration of their Downtown Airport ID badge. Non-movement area driver's training and badges are issued with a two-year expiration.

**Movement Driver Authorization:** Those persons issued a movement area driver's badge will still need to complete the non-movement area driver's training as well as the movement area driver's training. Movement area driver's training and badges are issued with a one-year expiration.

**Contractor's Badges:** In most cases, contractor's non-movement and/or movement area badges are issued for the duration of the construction project.

### IDENTIFICATION SYSTEMS

No person will be allowed to drive a vehicle or equipment in the AOA without proper authorization; i.e., completion of the applicable driver's training course and possession of the applicable Downtown Airport badge. Any person found driving on the AOA without proper authorization or proper escort, will be immediately removed from the AOA and subject to trespass violation.

The authority to approve, produce, issue and de-activate MKC badges lies solely with the Kansas City Aviation Department. No person shall produce, copy, issue, or use a similar identification badge at MKC. No person shall in any way alter MKC badges. MKC badges are issued for the exclusive use of the individual identified on the badge.

All persons within the AOA must display their airport-issued badge on their person, at all times, when working within the AOA. The badge should be displayed on the outer-most piece of clothing and worn above the waist where it is most visible.

If an airport-issued ID / access badge is lost or stolen, the individual who was issued the badge is responsible for notifying airport management so that the badge can be deactivated.

Expired airport-issued ID / access badges are automatically deactivated and no longer provide access to the AOA.

When airport-issued ID / access badges are no longer needed (resignation, end of construction project, etc.) it is the badge holder's responsibility to return the badge to the Aviation Department. Airport tenants who terminate an employee are responsible to collect that employee's badge and return it to the Aviation Department.

## ATTACHMENT 3

### AOA VEHICLE GATE ACCESS

Some AOA vehicle gates are secured with the Downtown Airport's access control system and some AOA vehicle gates are secured with a chain and lock. The Aviation Department at the Downtown Airport provides individuals with the correct type of gate access based upon their operational needs.

Contractors are allowed to place a contractor's lock on an AOA vehicle gate if needed for a project. The lock must be daisy-chained through the Aviation Department's lock and will be removed at the end of the project. If the contractor's lock is found not daisy-chained; thereby, locking out the Aviation Department, the contractor's lock will be manually cut off and the contractor will not be allowed to replace it.

### ESCORTING PROCEDURES

Individuals who do not have an unescorted access authority to the AOA but have an operational need to enter the AOA must be under positive escort by a person who has a valid airport-issued ID / access badge. Positive escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure that they are actually engaging in only the activities for which escorted access was granted. Should the individual being escorted engage in unauthorized activity, the person providing the escort should first conduct a verbal challenge then contact Airport Security and/or Airport Operations to remove the person under escort from the AOA.

### BADGING

Prior to the issuance of any MKC identification/access badge, each contractor or subcontractor must have an Authorized Signature Letter, on file in the Airport ID Office, designated the contractor's representative authorized to handle questions regarding badging and designate access if needed.

The following documents are required to be presented at the Airport ID Office as specified:

- Airport ID Office personnel must verify the identity of the individual through 1 form of photo identification issued by a federal or state government authority, and ensure the printed name on the application is legible.
- *MKC Airport Identification Badge Request, Individual Responsibilities and Penalties, Security Access Background Check and Third Party Signatory Forms*, (known as the Badge Application Packet) must be completed and signed by the applicant and the contractor's authorized signatory designated on the Authorized Signature Letter.

Completed *Badge Packet* forms should be brought with requestor at their scheduled training times. No badges will be issued without a completed Badge Application Packet.

Each Contractor or subcontractor properly badged with a MKC photo identification badge (Yellow/Green) will be totally responsible for the actions of their employees who have only been issued a non-photo MKC color-coded (Yellow) Contractor ID badge. All Contractors and subcontractor's employees issued a color coded Contractor badge without photo identification, shall

### ATTACHMENT 3

remain under the supervision of a properly badged supervisor with a MKC issued movement photo identification badge (Yellow/Green) while operating on the AOA.

*The Individual Responsibilities and Penalties Form* describes requirements for badges not returned, and badge renewals. The project completion date listed on the form will be the badge expiration, not to exceed 24 months. There will be a \$50 charge to replace a lost photo identification badge during the length of the project or not returned at the completion of the project.

## Attachment 4

### Individual Responsibilities Identification / Access Badges Kansas City International Airport (MCI)

Under the provisions of TSR 1540.101, individuals shall be held responsible and personally accountable for all security violations described in TSR 1540.103, 1540.105 and the MCI Airport Security Program. Violators may be subject to civil and/or local penalties.

- No person may tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented under TSR Parts 1540 and 1542 or the MCI Airport Security Program.
- No person may enter or be present within, a Secured Area, AOA, or SIDA or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- No person may use, allow to be used, or cause to be used, any airport-issued or airport-approved identification medium that authorizes the access, presence, or movement of persons or vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the appropriate authority under TSR Parts 1540, 1542, 1544, and 1546 of the MCI Airport Security Program.
- Individuals in the Secured Area, AOA, SIDA or sterile area must continuously display the identification badge issued to that individual on the outermost garment, above waist level, or be under escort by a properly badged individual.
- Escort Procedures – Persons who do not have unescorted access authority and have a need to enter a restricted area, must be under "positive" escort by a person who has a valid authorized identification/access badge. "Positive" escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) is unresponsive to the verbal challenge, ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up. When an individual fails to successfully complete a Security Threat Assessment (STA) or Criminal History Records Check (CHRC), or is subsequently disqualified due to an STA or CHRC disqualifying offense, where required, the Airport may not grant the individual escorted or unescorted access to the SIDA, Secured Area, Sterile Area, or AOA.

*No person may be escorted into the Secured Area, AOA, SIDA, or sterile area that has been granted unescorted access authority and does not have their identification/Access card in their possession.*

- Challenge – Each airport employee, airport tenant or contractor who has been issued an airport identification/access badge has the responsibility to challenge any person(s), whether in uniform or not, who is not displaying an airport approved identification badge within the Secured Area/SIDA of MCI in a manner prescribed herein, or a person displaying an identification badge with unauthorized color-code for the area, or the badge is expired, or the badge was not issued to the individual displaying it, and immediately report the incident to Airport Police. The challenge should be accomplished in a non-threatening manner. Non-security/law enforcement personnel are not expected to place themselves or others in a dangerous situation if it is suspected that a challenge would result in such. The challenge requirement may also be satisfied when Airport Police are immediately notified at the time a person is found to be in the Secured Area, AOA, SIDA or sterile area without a badge or proper authorization. When a verbal challenge is not made, the continuous location, name, and/or description of the person should be relayed to Airport Police. Persons found to be without a badge, or in an unauthorized area, shall be immediately escorted from the area and Airport Police notified. Airport Police will take deliberate and appropriate action following investigation on each incident.
- In the event an identification/access badge is lost or stolen, individuals must immediately notify the Airport ID Office at 243-5211 or the Airport Communications Center at 243-4000. The replacement fee is \$50 for regular employees and \$100 for contractors.
- All identification/access cards remain the property of MCI Airport and must be surrendered upon termination of employment. Failure to return an identification/access media card can result in a warrant being issued for the individual's arrest.

I have read and understand the above responsibilities.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Employee Telephone Number

\_\_\_\_\_  
Date

---

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**AUTHORIZED SIGNATURES  
FOR  
MCI AIRPORT ID / ACCESS BADGES, KEYS, and/or PADLOCKS**

\_\_\_\_\_  
Company Name (Print)

To request Identification / Access badges, keys, and/or padlocks, the following are the only Authorized Signatures for the above company:

**Printed Name:**                      **Signature:**                      **Title:**                      **Telephone:**                      **E-Mail:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Manager's Printed Name:** \_\_\_\_\_

**Manager's Signature:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

Revised: April 2009

\_\_\_\_\_  
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**SECURED AREA ACCESS KEY ISSUE LOG**  
Kansas City International Airport (MCI)

(PLEASE PRINT)

TENANT/AGENCY \_\_\_\_\_ KEY CONTROL # \_\_\_\_\_

KEY CUSTODIAN \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE NAME	MCI BADGE #	KEY SERIAL #	ISSUE DATE	RETURN DATE

Rev.6/1/04

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**AOA ACCESS KEY/PADLOCK REQUEST**  
Kansas City International Airport (MCI)

EMPLOYEE'S NAME \_\_\_\_\_ SPONSOR \_\_\_\_\_  
COMPANY NAME \_\_\_\_\_ PROJECT \_\_\_\_\_  
KEY CONTROL # \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_  
ID/ACCESS BADGE# \_\_\_\_\_ SSN \_\_\_\_\_

There is a \$50.00 fee for each key or padlock lost. There is no refund on keys reported lost or missing, then later returned. Padlocks will not be removed without prior coordination with the Aviation Department. Control of this key and/or padlock is as significant as the control of the MCI Airport ID Access badge. Loss of this key and/or padlock compromises the security of the airport. Loss of this key and/or padlock will be reported to the Airport ID Office immediately. Padlock will be confiscated if found unsecured.

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Printed Name of Authorized Individual

\_\_\_\_\_  
Date

**FOR AIRPORT ID OFFICE USE**

Key Serial # \_\_\_\_\_ Padlock # \_\_\_\_\_ Quantity of padlocks issued \_\_\_\_\_

Key Returned: \_\_\_\_\_ Control # \_\_\_\_\_ Date \_\_\_\_\_

Serial # \_\_\_\_\_ Signature \_\_\_\_\_

TSA APPROVED  
*Frank C. Hudson*  
DATE JUL 13 2006

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**SECURED AREA ACCESS KEY ISSUE LOG**  
 Kansas City International Airport (MCI)

(PLEASE PRINT)

TENANT/AGENCY \_\_\_\_\_ KEY CONTROL # \_\_\_\_\_

KEY CUSTODIAN \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE NAME	MCI BADGE #	KEY SERIAL #	ISSUE DATE	RETURN DATE

Rev. 6/1/04

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**CRIMINAL HISTORY RECORDS CHECK  
FINGERPRINT APPLICATION  
Kansas City International Airport (MCI)**

Name (Print) \_\_\_\_\_  
Last First Middle

Disqualifying criminal offenses as defined in TSR Part 1542.209(d) and TSR 1544.229(d):

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
2. Interference with air navigation; 49 U.S.C. 46308.
3. Improper transportation of a hazardous material; 49 U.S.C. 46312.
4. Aircraft piracy; 49 U.S.C. 46502.
5. Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
6. Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
7. Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
8. Conveying false information and threats; 49 U.S.C. 46507.
9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
10. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
12. Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
13. Murder.
14. Assault with intent to murder.
15. Espionage.
16. Sedition.
17. Kidnapping or hostage taking.
18. Treason.
19. Rape or aggravated sexual abuse.
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
21. Extortion.
22. Armed or felony unarmed robbery.
23. Distribution of, or intent to distribute a controlled substance.
24. Felony arson.
25. Felony involving a threat.
26. Felony involving
  - a. Willful destruction of property;
  - b. Importation or manufacture of a controlled substance;
  - c. Burglary;
  - d. Theft;
  - e. Dishonesty, fraud, or misrepresentation;
  - f. Possession or distribution of stolen property;
  - g. Aggravated assault;
  - h. Bribery; or
  - i. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
27. Violence at international airports; 18 U.S.C. 37.
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph.

By signing this application, I officially state I have not been convicted or found not guilty by reason of insanity of any disqualifying criminal offense in any jurisdiction during the 10 years prior to the date of this application.

Individuals have a continuing obligation to disclose to the airport operator, within 24 hours, if he or she is convicted of any disqualifying criminal offense that occurs while he or she has unescorted access authority under 49 CFR 1542.209.

*The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both (See section 1001 of Title 18 United States Code.)*

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

Employee Telephone Number \_\_\_\_\_

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**CERTIFICATION  
For  
Fingerprint Based Criminal History Records Check/Criminal Records Check  
Kansas City International Airport (MCI)**

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

- AIRCRAFT OPERATORS:**  
MCI shall accept certification from Aircraft Operators for each aircraft operator employee and contractor seeking unescorted access authority to the Secured Area and SIDA under the provisions of TSR Parts 1542.209 and 1544.229.
  
- FEDERAL, STATE, and LOCAL GOVERNMENT:**  
As a condition of employment, the employee has been subjected to an employment investigation which included a criminal records check.
  
- CONTINUOUS EMPLOYMENT – UNESCORTED ACCESS:**  
The employee has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, aircraft operator, or contractor to such an entity, and the employee's grant for unescorted access authority was based upon a fingerprint based CHRC through TSA or FAA.
  
- CONTINUOUS EMPLOYMENT – SCREENERS:**  
The employee has been continuously employed by an aircraft operator or aircraft operator contractor in a position with authority to perform screening functions, and the employee's grant for unescorted access authority was based upon a fingerprint based CHRC through TSA or FAA.

By my signature: I certify that in accordance with TSR Parts 1542 and 1544, the applicant has undergone a criminal records check as a condition of employment or a fingerprint based criminal history records check that did not disclose the individual has been convicted or found not guilty by reason of insanity of any of the disqualifying crimes in any jurisdiction during the 10 years before the date of the individual's application. A written record of this information will be maintained until 180 days after the employee's authority for unescorted access has been terminated. I further understand and stipulate the employer assumes responsibility for all fines imposed by the Transportation Security Administration upon the City of Kansas City, Missouri Aviation Department for any violation of this employee's criminal history records check.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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**STEP-BY-STEP PROCEDURES FOR THE COMPLETION OF THE KCI AIRPORT ID  
BADGE / PROXIMITY CARD APPLICATION (ATTACHMENT 10)**

**NEW BADGES**

**All applications and signatures must be ORIGINALS. Copies will not be accepted.  
Once the KCI Airport ID Badge Application is signed by the Authorized Signatory, the  
individual has 5 working days to respond to the ID Office to obtain a badge.**

1. Print the employer's name in the upper **left-hand** corner of the Attachment 10 form. If the application is for a **contractor**, please write the employer name in the upper **left-hand** corner and on the upper **right-hand** corner the company the contractor actually works for. (Example: KCAD Engineering – Loch Sand Construction)
2. When an employee reports to the ID Office, Attachments 10, 7, and 1 are required upon arrival. The employee must present 2 forms of identification; one must be a government issued ID with a photo. The employee must also present the **ORIGINAL** documents used to provide identity and work authorization on page 2 of the Attachment 10 form.
3. "New" will need to be circled on the Attachment 10.
4. The employee's last, first, and middle name should be written legibly on the Attachment 10. List the employee's full initials. If no middle name, please indicate so. Provide any former or other names.
5. Fill in the COMPLETE street address, city, state, zip code and home telephone number. Circle either MALE or FEMALE.
6. The Address Country, Place of Birth Country, and Citizenship Country codes need to be listed. (Please refer to the NCIC 2-Character Abbreviations handout.)
7. List the COMPLETE Social Security Number. (9 digits; one number per box)
8. Fill in the COMPLETE date of birth. (MMDDYYYY; one number per box)
9. For individuals who are not U.S. citizens, provide the Alien Registration Number (9 digits; no dashes) or the I-94 Arrival / Departure Form Number (11 digits; no dashes).
10. For individuals who hold a non-immigrant visa, provide the visa control number, which appears in the top right-hand corner of the visa and is labeled "Control Number".
11. Individuals who are U.S. citizens board abroad or naturalized U.S. citizens, one of three documents can be used. Passport: copy the correct 9-digit number listed in the upper right-hand corner of the passport. Also enter the 2-character country code from where the passport was issued. Or a Certificate of Naturalization may be used. List the Certificate of Naturalization Number (9 digits; no dashes). This number appears on the right side of the document and may be called the ARN or INS number. Or a Certification of Birth Abroad may be used. List the Form DS-1350 or 10-digit document number, which appears in the top right-hand corner of the document. Precede the 10-digit number with DS. For example, DS 1234567890. Do not include dashes.
12. Circle the Type of Badge (**Permanent, Contractor, and Temporary**) that is requested for the employee.
13. Enter the COMPLETE Company Name. For example, American Airlines – Overhaul Base, or American Airlines – Terminal, or KCAD Field Maintenance.
14. Enter the Contractor Name, if **applicable** and the Project Number. For example, KCAD Engineering – Loch Sand Construction (as listed on page 1 of 4). Project Number 1234.

15. Company Selected Door Category Access is required for access to various doors and post gates your employees use in the course of their duties. (Refer to the Attachment 10 Door Category Access Codes handout.) For cargo employees, always indicate Post 1.

16. Access Level indicates where the employee needs to go and have access to in the course of their duties. CHECK ONLY ONE BOX.

17. Additional Authorities indicates other privileges and access the employee may need to perform his / her job. CHECK ALL THAT APPLY. When selecting AOA Non-movement or AOA movement, the OLN (Operator's License Number), State issued, and Expiration date need to be completed for all employees who are receiving this authority. **Authorized to Escort**

18. If the individual applying for a KCI Airport-issued ID Badge / Proximity Card has an operational need to access the US Customs facility, Terminal C, Gate 90, check the "CBP FIS Authorization" under additional authorities. BEFORE the individual reports to the ID Office they must stop by the US Customs office to have one of the Customs Officers sign and date the Attachment 10 form. Individuals must show proof of identity. The US Customs Office is located in Terminal C at Gate 90 and is open Monday through Friday from 8 am to 4 pm. Their telephone number is 816-243-3676.

### 19. Identity and Work Authorization

Original identity and work authorization documents must be presented at the ID Office for inspection, authentication, and copying.

20. The ID Office Trusted Agents will verify the acceptable original documents for authenticity, list the type of document(s), document number(s), and list their OWN name as the individual verifying the documents. The ID Office Trusted Agents will make copies of the identity and employment eligibility documents and staple the copies to the Attachment 10 document.

21. Line 1 is used to establish BOTH Identity and Employment Eligibility. In most cases, a passport is used. Please refer to the Identity & Work Authorization Handout, LIST A for other acceptable documents.

22. Line 2 and line 3 are used to establish Identity. In most cases, a valid driver's license and Social Security Card are used. Please refer to the Identity & Work Authorization Handout, LIST B for other acceptable documents.

23. The employee needs to read the top paragraph on page 3, PRINT FULL NAME, SIGN, and DATE the application. The employee needs to provide his / her Social Security Number (9 digits; no dashes) and Date of Birth (MMDDYYYY).

24. The employee needs to read the "Privacy Act Notice" on page 3, PRINT FULL NAME, SIGN, and DATE the application.

25. The line indicating, "As an authorized signatory for my employer..." should be completed with THE SIGNATORY'S COMPANY NAME.

26. The **authorized signatory** should PRINT FULL NAME, SIGN and DATE the application.

27. The **authorized signatory** should print his or her **own** e-mail address and list their work telephone number. The ID Office may need to contact the authorized signatory.

28. Page 4 is for Airport ID Office use only.

Once the KCI Airport ID Badge Application is signed by the Authorized Signatory, the individual has 5 working days to respond to the ID Office to obtain a badge.

If you have any questions when completing a KCI Airport ID / Proximity Card Application (Attachment 10),  
Please contact Robin McDaniel-Beck, ID Office Supervisor at 243-5105 or via e-mail at:  
[Robin.McDaniel-Beck@kcmo.org](mailto:Robin.McDaniel-Beck@kcmo.org).

**STEP-BY-STEP PROCEDURES FOR THE COMPLETION OF THE KCI AIRPORT ID  
BADGE / PROXIMITY CARD APPLICATION (ATTACHMENT 10)**

**RENEWAL, LOST, DAMAGED, BADGES, NAME CHANGE and/or ADDITIONAL CATEGORY**

**All applications and signatures must be ORIGINALS. Copies will not be accepted.**

1. Print the employer's name in the upper **left-hand** corner of the Attachment 10 form. If the application is for a **contractor**, please write the employer name in the upper **left-hand** corner and on the upper **right-hand** corner the company the contractor actually works for. (Example: KCAD Engineering – Loch Sand Construction)
2. When an employee reports to the ID Office to RENEW their badge, obtain another badge because the badge was LOST or DAMAGED, or due to a NAME CHANGE or ADDITIONAL CATEGORY needed, an original Attachment 10 is required upon arrival. The employee must present 2 forms of identification; one must be a government issued ID with a photo. The employee must also present the ORIGINAL documents used to provide identity and work authorization on page 2 of the Attachment 10 form.
3. Circle the appropriate reason for a badge request; i.e., RENEWAL, LOST, DAMAGED, NAME CHANGE, ADDITIONAL CATEGORY.
4. The employee's last, first, and middle name should be written legibly on the Attachment 10. List the employee's full initials. If no middle name, please indicate so. Provide any former or other names.
5. Fill in the COMPLETE street address, city, state, zip code and home telephone number. Circle either MALE or FEMALE.
6. The Address Country, Place of Birth Country, and Citizenship Country codes need to be listed. (Please refer to the NCIC 2-Character Abbreviations handout.)
7. List the COMPLETE Social Security Number. (9 digits; one number per box)
8. Fill in the COMPLETE date of birth. (MMDDYYYY; one number per box)
9. For individuals who are not U.S. citizens, provide the Alien Registration Number (9 digits; no dashes) or the I-94 Arrival / Departure Form Number (11 digits; no dashes).
10. For individuals who hold a non-immigrant visa, provide the visa control number, which appears in the top right-hand corner of the visa and is labeled "Control Number".
11. Individuals who are U.S. citizens board abroad or naturalized U.S. citizens, one of three documents can be used. Passport: copy the correct 9-digit number listed in the upper right-hand corner of the passport. Also enter the 2-character country code from where the passport was issued. Or a Certificate of Naturalization may be used. List the Certificate of Naturalization Number (9 digits; no dashes). This number appears on the right side of the document and may be called the ARN or INS number. Or a Certification of Birth Abroad may be used. List the Form DS-1350 or 10-digit document number, which appears in the top right-hand corner of the document. Precede the 10-digit number with DS. For example, DS 1234567890. Do not include dashes.
12. Circle the Type of Badge (**Permanent, Contractor, and Temporary**) that is requested for the employee.
13. Enter the COMPLETE Company Name. For example, American Airlines – Overhaul Base, or American Airlines – Terminal, or KCAD Field Maintenance.
14. Enter the Contractor Name, if **applicable** and the Project Number. For example, KCAD Engineering – Loch Sand Construction. Project Number 1234.
15. Company Selected Door Category Access is required for access to various doors and post gates your employees use in the course of their duties. (Refer to the Attachment 10 Door Category Access Codes handout.) For cargo employees, always indicate Post 1.

Revised December 2011

16. Access Level indicates where the employee needs to go and have access to in the course of their duties. CHECK ONLY ONE BOX.

17. Additional Authorities indicates other privileges and access the employee may need to perform his / her job. CHECK ALL THAT APPLY.

18. If the individual applying for a KCI Airport-issued ID Badge / Proximity Card has an operational need to access the US Customs facility, Terminal C, Gate 90, check the "CBP FIS Authorization" under additional authorities. BEFORE the individual reports to the ID Office they must stop by the US Customs office to have one of the Customs Officers sign and date the Attachment 10 form. Individuals must show proof of identity. The US Customs Office is located in Terminal C at Gate 90 and is open Monday through Friday from 8 am to 4 pm.

19. OLN (Operator's License Number), State issued, and Expiration date need to be completed for all employees who are receiving NON-MOVEMENT or MOVEMENT AREA airfield driving privileges.

#### **Identity and Work Authorization**

Original identity and work authorization documents must be presented at the ID Office for inspection, authentication, and copying.

20. The Identity and Work Authorization box **DOES** need to be completed for **Renewals, Lost, or Damaged Badges, Name Changes and/or Additional Categories requested.**

21. The ID Office Trusted Agents verify the acceptable original documents for authenticity, list the type of document(s), document number(s), and list their OWN name as the individual verifying the documents. The ID Office Trusted Agents will make copies of the identity and employment eligibility documents and staple the copies to the Attachment 10 document.

22. Line 1 is used to establish BOTH Identity and Employment Eligibility. In most cases, a passport is used. Please refer to the Identity & Work Authorization Handout, LIST A for other acceptable documents.

23. Line 2 and line 3 are used to establish Identity. In most cases, a valid driver's license and Social Security Card are used. Please refer to the Identity & Work Authorization Handout, LIST B for other acceptable documents.

24. The employee needs to read the top paragraph on page 3, PRINT FULL NAME, SIGN, and DATE the application. The employee needs to provide his / her Social Security Number (9 digits; no dashes) and Date of Birth (MMDDYYYY).

25. The employee needs to read the "Privacy Act Notice" on page 3, PRINT FULL NAME, SIGN, and DATE the application.

26. The line indicating, "As an authorized signatory for my employer..." should be completed with THE SIGNATORY'S COMPANY NAME.

27. The authorized signatory should PRINT FULL NAME, SIGN and DATE the application.

28. The authorized signatory should print his or her own e-mail address and list their work telephone number. The ID Office may need to contact the authorized signatory.

29. Page 4 is for Airport ID Office use only.

Once the KCI Airport ID Badge Application is signed by the Authorized Signatory, the individual has 5 working days to respond to the ID Office to obtain a badge.

**If you have any questions when completing a KCI Airport ID / Proximity Card Application (Attachment 10),  
Please contact Robin McDaniel-Beck, ID Office Supervisor at 243-5105 or via e-mail at:  
Robin.McDaniel-Beck@kcmo.org.**

EMPLOYER:

APPLICATION IDENTIFICATION / PROXIMITY CARD Kansas City International Airport (MCI Category I)

CONTRACTOR: SUB:

Once the KCI Airport ID Badge Application is signed by the Authorized Signatory, the individual has 5 working days to respond to the ID Office to obtain a badge.

Select One: NEW RENEWAL LOST DAMAGED NAME CHANGE ADDITIONAL CATEGORY

Full Legal Name (Last) (First) (Middle Name) (Full Initials)

Former / Other Names (Provide the Given and Surname; for example: Joseph Robert Doe and Joe Bob Doe)

Current Mailing Address

City State Zip Address Country (NCIC 2 character abbr.)

Daytime Telephone Number Work Number Home Number Gender: Male or Female

Place of Birth Country (NCIC 2-character abbr.) Citizenship Country Code (NCIC 2-character abbr.)

Social Security Number: (9 digits) Date of Birth: (MMDDYYYY)

Please note: Providing the SSN to TSA is voluntary on the part of the applicant; however, failure to provide it may delay or prevent completion of the Security Threat Assessment.

For individuals who are not U.S. citizens, provide the:

Alien Registration # (9 digits) I-94 Arrival / Departure Form # (11 digits)

For individuals who hold a non-immigrant visa, provide the visa control number, which appears in the top right-hand corner of the visa and is labeled "Control Number."

Non-Immigrant Visa Control Number:

For individuals who are U.S. citizens born abroad or naturalized U.S. citizens, provide:

Passport Number Passport Country (NCIC 2-character abbr.)

(Passport information is voluntary but may expedite the adjudication process for applicants who are U.S. citizens born abroad.)

OR

Certificate of Naturalization Number (9 digits) Appears on right side of the document and may be called ARN or INS number.

OR

Certification of Birth Abroad (Form DS-1350 or 10-digit document number, which appears in top right-hand corner of document. Precede the 10-digit Number with DS. For example, DS 1234567890. Do not include dashes.)

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Type of Badge (select one):  Permanent  Contractor  Temporary

Employer's Company Name: \_\_\_\_\_  
 (If the individual holds multiple identification media, a separate badge application must be completed for each employer.)

Contractor (if needed) \_\_\_\_\_ Project Number: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Company - Selected Door Category Access: \_\_\_\_\_  
 (Please refer to Attachment 10 Handout - Door Category Access for complete listing - indicate coded areas of access needed.)

Check One	Access Level	Badge Type
<input type="checkbox"/>	AOA, Secured Area, SIDA (Unescorted access to Secured Area and AOA.)	Blue
<input type="checkbox"/>	AOA, Secured Area, SIDA, Sterile Area (Unescorted access to Secured Area, AOA, & Sterile Area.)	Blue Sterile
<input type="checkbox"/>	AOA, SIDA (Unescorted access to SIDA - cargo ramps, Post Office ramp, General Aviation ramp.)	Green
<input type="checkbox"/>	Sterile Area (Unescorted access to Sterile Areas.)	Violet
<input type="checkbox"/>	Public Areas (No access to Secured Area, SIDA, AOA, or Sterile Area.)	White
<input type="checkbox"/>	Airport Police Staff Only (ACC, TCO's, ID Office, Taxi, UniGuard(contract Security).)	Gray
<input type="checkbox"/>	Secured Area, SIDA (Unescorted access to Secured Area.)	Yellow
<input type="checkbox"/>	Secured Area, Sterile Area (Unescorted access to Secured Area and Sterile Area.)	Yellow Sterile
<input type="checkbox"/>	Overhaul Base Only	Red

Check All That Apply	Additional Authorities
<input type="checkbox"/>	Armed Law Enforcement (includes unescorted access in a sterile area)
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	AOA Non-Movement Driver*(Valid Driver's License Required)
<input type="checkbox"/>	AOA Movement Driver*(Valid Driver's License Required)
*Driver's License # _____ State: _____ Expiration: _____	
<input type="checkbox"/>	Authorized to Escort (based on operational need, job duties, history of any local security violations) "E"
<input type="checkbox"/>	Authorized to Inspect (Concessionaires) "I"
<input type="checkbox"/>	U.S. Customs and Border Protection FIS Authorization _____

CBP Authorized Signature (Attachment 2 on File) & Date

**IDENTITY AND WORK AUTHORIZATION**

\*\*\*This Section Completed by ID Office Personnel Only - Authorized Signatories Do Not Complete\*\*\*

For all individuals holding or applying for a KCI Airport-issued personnel identification badge, identity and work authorization must be verified. Authorized Signatories, please refer to accompanying handout for a list of acceptable documents. The original documents must be presented to the KCI Airport ID Office for inspection. KCI Airport ID Office Trusted Agent personnel will verify these acceptable documents and provide their signature.

1. Document that Establish **Both Identity and Employment Eligibility** (from Identity & Work Authorization Handout, List A):

\_\_\_\_\_  
 (Document Type) (Document Number) Verified By: \_\_\_\_\_ (Full Name)  
 OR

2. Document that Establish **Identity** (from Identity & Work Authorization Handout, List B):

\_\_\_\_\_  
 (Document Type) (Document Number) Verified By: \_\_\_\_\_ (Full Name)

AND

3. Document that Establish **Employment Eligibility** (from Identity & Work Authorization Handout, List C):

\_\_\_\_\_  
 (Document Type) (Document Number) Verified By: \_\_\_\_\_ (Full Name)

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The information I have provided is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punished by fine or imprisonment or both. (See Section 1001 of Title 18 of the United States Code.)

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Intelligence and Analysis (OIA), Attention: Aviation Programs (TSA-10)/Aviation Worker Program, 601 South 12<sup>th</sup> Street, Arlington, VA 20598. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

I understand and verify through my signature below there is a **\$50 charge for each badge not returned, expired or lost**. If a lost badge is returned within 30 days after being reported lost or stolen and before its expiration date, the charge will be refunded. No refunds will be provided without a receipt.

I understand and verify through my signature below a \$100 deposit is required for each contractor badge prior to obtaining the badge at the Airport ID Office. **The \$100 deposit will be withheld for all contractor badges not returned, expired, or lost. If a contractor badge is lost or stolen, a \$100 charge will be assessed before the contractor badge is replaced.** If a lost contractor badge is returned within 30 days after being reported lost or stolen and before its expiration date, the charge will be refunded. No refunds will be provided without a receipt.

Print Employee Full Name	Employee Signature	Date																														
<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>											<table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table>										
SSN (9 digits)		Date of Birth (MMDDYYYY)																														

**The Privacy Act of 1974 5 U.S.C 552a(e)(3)**

**Privacy Act Notice**

Authority: 6 U.S.C § 1140, 46 U.S.C § 70105; 49 U.S.C §§ 106, 114, 40103(b) (3), 401113, 44903, 44935-44936, 44939 and 44105; the implementing Recommendations of the 9/11 Commission Act of 2007, § 1520 (121 Stat. 444, Public Law 110-52, August 3, 2007); and Executive Order 9397, as amended.

Purpose: The Department of Homeland Security (DHS) will use the biographic information to conduct a security threat assessment. Your fingerprints and associated information will be provided to the Federal Bureau of Investigation (FBI) for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems including civil, criminal, and latent fingerprint repositories. The FBI may retain your fingerprints and associated information in NGI after the completion of this application and, while retained your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI. DHS will also transmit your fingerprints for enrollment into the US-VISIT Automated Biometrics Identification System (IDENT). If you provide your Social Security Number (SSN), DHS may provide your name and SSN to the Social Security Administration (SSA) to compare that information against SSA's records to ensure the validity of the information.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C 522a(b) of the Privacy Act, all or a portion of the records or information contained in this system may be disclosed outside DHS as a routine use pursuant to 5U.S.C 522a(b)(3) including with third parties during the course of a security threat assessment, employment investigation, or adjudication of a waiver or appeal request to the extent necessary to obtain information pertinent to the assessment, investigation, or adjudication of your application or in accordance with the routine uses identified in the TSA system of records notice (SORN) DHS/TSA 002, Transportation Security Threat Assessment System. For as long as your fingerprints and associated information are retained in NGI, your information may be disclosed pursuant to your consent or without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses.

Disclosure: Furnishing this information (including your SSN) is voluntary; however, if you do not provide your SSN or any other information requested, DHS may be unable to complete your application for a security threat assessment.

I verify through my signature below that I have read and understand the above Privacy Act Notice.

Print Employee Full Name	Employee Signature	Date
--------------------------	--------------------	------

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**PLEASE NOTE:**

**All KCI Airport badged employees entering the Sterile Areas, the Secured Areas, the SIDA, and/or the AOA are subject to inspection. Per TSA Regulations, All Badged employees working in the SIDA/Secured Area will undergo recurrent CHRC checks every two years.**

As an **AUTHORIZED SIGNATORY** for my company, \_\_\_\_\_, I verify the above named employee has a legitimate need for a KCI Airport-issued ID badge / access media.

Print Authorized Signatory's Name \_\_\_\_\_ Authorized Signature (Attachment 2 on File) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signatory's E-Mail Address \_\_\_\_\_ Authorized Signatory's Work Telephone \_\_\_\_\_

**AIRPORT ID OFFICE USE ONLY**

If identification badge holder will be AOA Movement or Non-Movement privileged, applicant must present a valid, state-issued driver's license.

State of Issue: \_\_\_\_\_ Operator's License No: \_\_\_\_\_ Expiration: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Issued Badge #: \_\_\_\_\_ Date of Issue: \_\_\_\_\_ Expiration: \_\_\_\_\_

Verified By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

ID Badge Deactivation Date: \_\_\_\_\_ Reason: \_\_\_\_\_  
(Lost, Damaged, Stolen, Name Change)

Deactivation Date & Note Entered Into Badging System: \_\_\_\_\_  
(Date of Entry) (Initials)

Badge was UNINTENTIONALLY damaged, a replacement badge was issued at no charge to the badge holder.

\_\_\_\_\_  
(Replacement Badge Number) (Date) (Initials)

Was \$50.00 or \$100.00 fee collected for badge not returned, expired, or lost? \_\_\_\_\_ Was receipt given? \_\_\_\_\_

Deactivated By: \_\_\_\_\_  
(Signature)

Badge Returned: Yes \_\_\_\_\_ No \_\_\_\_\_ Was a receipt given? \_\_\_\_\_ Receipt # \_\_\_\_\_ Initials \_\_\_\_\_

If an individual KCI Airport badge holder experiences multiple unintentional damaged badges between badge renewals, the ID Office Trusted Agent will simply attach an additional Attachment 10 form page 4 of 4 to the individual's paperwork on file for each occurrence.

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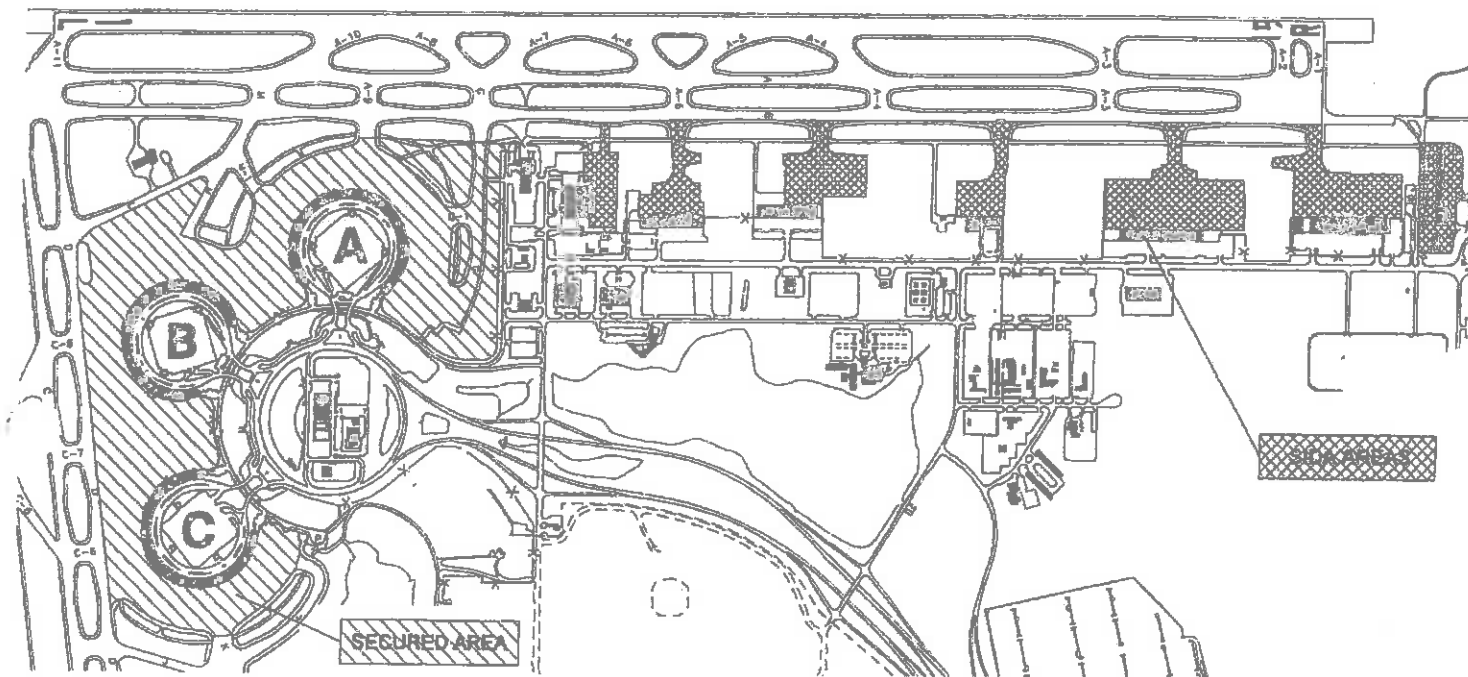
**Attachment 10**  
**Revised: July 2015**

**CERTIFICATE  
FOR  
REASSIGNED OR TEMPORARILY ASSIGNED  
AIRCRAFT OPERATOR & TENANT EMPLOYEES  
Kansas City International Airport (MCI)**

I \_\_\_\_\_, successfully completed the Secured Area/SIDA training curriculum approved by the TSA, in accordance with TSR Part 1542.213 at \_\_\_\_\_ Airport. This can be verified by the attached document showing proof of training or by calling the following:

Training Received From: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**Secured Area** – The boundaries of the Secured Area at MCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to the terminal buildings, and extend out to where the active taxiways begin. The Secured Area includes a small portion of taxiways and access roads adjacent to vehicle gates 1 and 2. The Secured Area also includes all areas beyond the access points on the passenger service level with access to the ramp and includes all baggage make-up areas.

**SIDA** – The SIDA at MCI has the same boundaries as the Secured Area. It also includes the ramp areas of the United States Postal Service, cargo facilities, FBO, and Aviation Field Maintenance located north of the terminal buildings.

**FOR LAW ENFORCEMENT PERSONNEL (LEP) ASSISTANCE IN SECURITY MATTERS CALL 243-5219.**

Signature: \_\_\_\_\_

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

Rev. 7/13/2006

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**TENANT & CONTRACTOR LETTER OF AGREEMENT  
FOR  
MCI AIRPORT IDENTIFICATION / ACCESS BADGES**

This agreement is between the airport tenant and the primary contractor. The primary contractor understands that the identification / access badges must be returned to the Airport Identification Office (Airport ID Office) the next working day upon completion of the contract or prior to badge expiration. A deposit of \$100.00 per badge is required. The deposit will be returned upon completion of contract and after all badges have been returned. There will be a \$100.00 deduction from said deposit for each unreturned badge. At which time, any deposits made by a subcontractor will be reimbursed to the primary contractor. All badges must be renewed prior to the expiration date.

The construction contracts for the Engineering Division (Kansas City Aviation Department) will have final payments withheld in lieu of badge deposits. Upon completion of contract, a charge of \$100.00 for each unreturned badge will be deducted from the final payment.

The primary contractor also understands what when anyone with an identification / access badge is terminated for any reason, they must immediately notify the Airport ID Office at 243-5211 or 5214 (during normal business hours) or the Airport Police at 243-5219. The badge for this individual will be returned to the Airport ID Office the next working day. The numbers above should also be called when a badge is lost or stolen.

Tenant / KCAD _____	Contractor Name _____
Printed Name _____	Printed Name _____
Authorized Signature _____	Signature _____
Title _____	Title _____
Telephone Number _____	Telephone Number _____
Date _____	Date _____

Project # \_\_\_\_\_

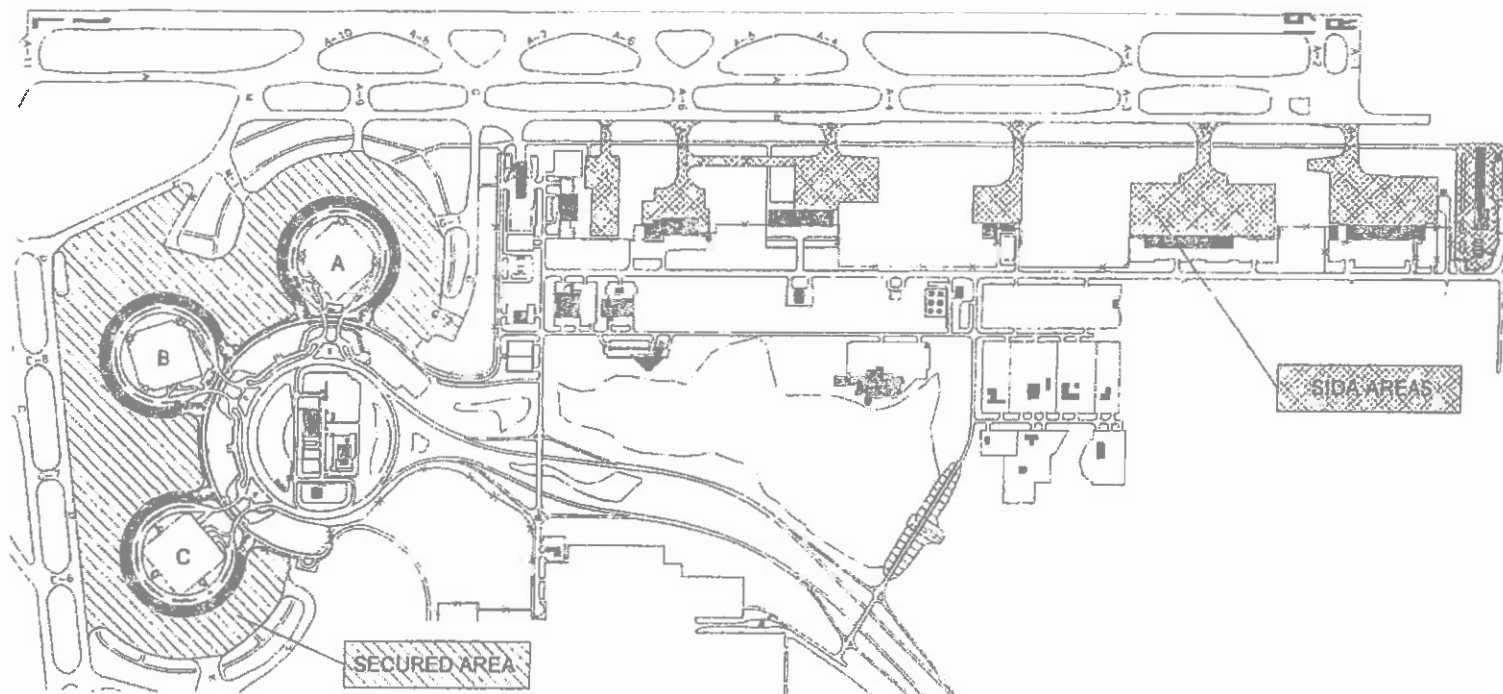
Expected Completion Date \_\_\_\_\_

Rev. 6/1/04

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**Secured Area/SIDA Boundaries**  
**Kansas City International Airport (MCI)**



**Secured Area** – The boundaries of the Secured Area at MCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to the terminal buildings, and extend out to where the active taxiways begin. The Secured Area also includes all areas beyond the access points on the passenger service level with access to the ramp and includes all baggage make-up areas.

**SIDA** – The SIDA at MCI has the same boundaries as the Secured Area. It also includes the ramp areas of ARFF, United States Postal Service, cargo facilities, FBO, and Aviation Field Maintenance located north of the terminal buildings.

**Display** – All persons within the Secured Area or SIDA of MCI shall display on their person, at all times while in the area, a valid identification badge issued or approved by MCI. Individuals in the Secured Area or SIDA must continuously display the identification badge issued to that individual on the outermost garment, above waist level, or be under escort by a properly badged individual.

**Escort Procedures** – Persons who do not have unescorted access and have a need to enter the Secured Area, must be under "positive" escort by a person who has a valid authorized identification/access badge for the Secured Area. "Positive" escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) are unresponsive to the verbal challenge, the ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up.

*No person may be escorted onto the Secured Area or SIDA who has been granted unescorted access authority and does not have their badge in their possession.*

Rev.6/1/04

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## **ATTACHMENT B**

### **BID FORMS**

1. Bid Form/Contract
2. 00410.01 Experience Reference Form
3. 00412 Unit Prices
4. 00490 Pre-Contract Bidder's Certification

ALPHA ENERGY AND ELECTRIC,  
INC.

PRICE PROPOSAL

***EV3052 – City-Wide IDIQ  
Electrical Services  
Maintenance and Repair***

***07/11/2023***

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

**FACILITY REPAIR & MAINTENANCE  
BID FORM/CONTRACT**

**Project/Contract No. EV3052**

**Title City Wide IDIQ Electrical Services, Installation, Maintenance and Repairs**

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, this Bid Form/Contract will become the Contract between Bidder and City for Bidder to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other charges applicable to materials, appliances, labor and all things subject to and upon which other charges may be levied.

2. Bidder agrees the Contract will comprise the entire agreement between City and Bidder. The Contract documents are identified in the Part I Special Terms and Conditions and Part II Standard Terms and Conditions and are incorporated into and made a part of this Bid Form/Contract by reference.

3. Bidder agrees that if this Bid Form/Contract is executed by City, Bidder's offer is accepted and this Bid Form/Contract that incorporates all other Contract Documents shall constitute the Contract between the parties. Bidder authorizes the City to fill in the Contract Price on this Bid Form/Contract in accordance with Bidder's Bid. Bidder agrees that this Bid Form/Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Bid Form/Contract and all of which, when taken together, will be deemed to constitute one and the same Bid Form/Contract. This Bid Form/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 Bid Form/Contract and shall be acceptable in a court of law. A copy of this Bid Form/Contract shall constitute an original and shall be acceptable in a court of law.

4. The Bid Price(s) shall be shown in figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES \$ 2,327.00

5. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by City is acceptable to Bidder.

6. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

7. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.



Bidder: Alpha Energy and Electric, Inc.

8. 00412 Unit Prices contain prices included in the Base Bid, and are incorporated into this Bid. Form(s) must be completed and returned with this Bid.

9. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum Number	Dated	Addendum Number	Dated
(001)	(06/27/2023)	( )	( )
( )	( )	( )	( )
( )	( )	( )	( )
( )	( )	( )	( )
( )	( )	( )	( )
( )	( )	( )	( )
( )	( )	( )	( )

10. By submitting its bid, Bidder is agreeing to meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with the City, or request a waiver of the goals. If a waiver is requested, Bidder must establish good faith efforts towards meeting the goals as set forth in the CREO Instructions for Construction Contracts and the City's Workforce Ordinance. Should Bidder fail to meet or exceed the minimum employment goals or otherwise establish that Bidder is entitled to a waiver under circumstances in which Bidder has previously failed to meet or exceed the goals on one or more occasions with the twenty-four month period immediately preceding the completion of the Work under this Bid Form/Contract, Bidder may be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period ranging from thirty days to six months as further specified in the Contract Documents.

11. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in Part II Standard Terms and Conditions as incorporated by reference into this Bid Form/Contract.

12. The following Sections constitute the Affidavit of Intended Utilization, required to be submitted by Bidders. The City's CREO Forms and Instructions are incorporated hereto and made part of this Bid Form.

13. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 CREO 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 CREO 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

Bidder: Alpha Energy and Electric, Inc.

14. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the **00450 CREO 08 Contractor Utilization Plan/Request for Waiver**.

**PROJECT GOALS:**        15% MBE    15% WBE

**BIDDER PARTICIPATION:**        100        % MBE    \_\_\_\_\_ % WBE

15. To the best of Bidder's knowledge, the following are names of certified MBEs and/or WBEs with whom Bidder, or Bidder's subcontractors, presently intend to contract with if awarded the Contract on the above project: **(All firms must currently be certified by Kansas City, Missouri Human Relations Department)**

- a. Name of M/WBE Firm Alpha Energy and Electric, Inc.  
Address 1100 East 34th Street, Kansas City, MO 64109  
Telephone No. 816 421 6767  
I.R.S. No. 33-111-6338  
Area/Scope of work Electrical  
Subcontract amount 100% (\$2,327)
- b. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_
- c. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_

16. Bidder agrees that failure to meet or exceed the M/WBE Goals for the Bid will require the Director of Human Relations to recommend disapproval of the Bid unless the Director of Human Relations finds the Bidder established good faith efforts towards meeting the goals as set forth in the CREO Forms and Instructions and the City's MBE/WBE Ordinance.

*(If required, submit Bid security with Bid.)*

Business Entity Type:

- Missouri Corporation  
 Foreign Corporation  
 Fictitious Name Registration

Legal name and address of Bidder:

Alpha Energy and Electric, Inc.  
\_\_\_\_\_  
\_\_\_\_\_

Bidder: Alpha Energy and Electric, Inc.

- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: \_\_\_\_\_  
(Specify)

Telephone No. \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Federal Identification Number 33-111-6338

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By:   
(Signature)

Gabriel Okafor  
(Print Name)

Title: President

Date: 07/11/2023

(Attach corporate seal if applicable)

Bidder: Alpha Energy and Electric, Inc.

- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: \_\_\_\_\_  
(Specify)

\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Federal Identification Number 33-111-6338

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By:   
(Signature)

Gabriel Okafor  
(Print Name)

Title: President

Date: 07/11/2023

(Attach corporate seal if applicable)

Bidder: Alpha Energy and Electric, Inc.

**ACCEPTANCE OF BID**

City, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract documents shall constitute the Contract between the Parties.

00412 Unit Prices, included in the Bid, a copy of which is attached

**KANSAS CITY, MISSOURI**

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

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

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

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Bidder: \_\_\_\_\_

CITY OF MOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

### UNIT PRICES

Project Number: EV3052

Project Title: City-Wide IDIQ Electrical Services, Maintenance and Repair

Item No.	Unit	Quantity	Item Description:	Unit Price
<b>STANDARD RATE:</b>				
1	Man Hour	1	Electrical (Inside Wireman)	\$ 110.00
2	Man Hour	1	Journeyman (Outside Electrician)	\$ 120.00
3	Man Hour	1	Laborer	\$ 92.00
4	Man Hour	1	Working Forman (Inside) with fully equipped service truck	\$ 119.00
5	Man Hour	1	Working Forman (Outside) with fully equipped service truck	\$ 130.00
<b>OVERTIME RATE:</b>				
6	Man Hour	1	Electrician	\$ 149.00
7	Man Hour	1	Journeyman	\$ 166.00
8	Man Hour	1	Laborer	\$ 124.00
9	Man Hour	1	Working Forman (Inside) with fully equipped service truck	\$ 160.00
10	Man Hour	1	Working Forman (Outside) with fully equipped service truck	\$ 178.00
<b>DOUBLE RATE:</b>				
11	Man Hour	1	Electrician	\$ 185.00
12	Man Hour	1	Journeyman	\$ 213.00
13	Man Hour	1	Laborer	\$ 155.00
14	Man Hour	1	Working Forman (Inside) with fully equipped service truck	\$ 198.00
15	Man Hour	1	Working Forman (Outside) with fully equipped service truck	\$ 228.00
<b>Total Base Bid</b>				\$ 2,327.00
<b>PROJECT MANAGER</b>				<b>Unit Price</b>
16	Man Hour	1	<b>STANDARD RATE</b>	\$ 95.00
17	Man Hour	1	<b>OVERTIME RATE:</b>	\$ 140.00
18	Man Hour	1	<b>DOUBLE RATE:</b>	\$ 185.00

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.



### Pre Contract Bidder's Certification

Project Number EV3052-3

Project Title City Wide IDIQ Electrical Services, Maintenance and Repair

STATE OF Missouri                    )  
  ) SS  
COUNTY OF Jackson                )

Before me, the undersigned authority, personally appeared, who, being by me duly sworn deposed as follows:

I am authorized to make this affidavit on behalf of the named Bidder. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

A. Bidder is current on payment of its Federal and State Income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which Bidder has its principal office; and

B. Bidder declares one of the following, regarding all work performed two (2) years immediately preceding the date of the Bid (check one):

Contract by contract listing of all of Bidder's written notices of violations of any Federal or State prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder (Complete and attach additional sheets if necessary):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

There have been no written notices of violations of any Federal or State prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder.

C. Bidder is currently in good standing with the Missouri Secretary of State or Bidder has filed a Registration of Fictitious Name with the Missouri Secretary of State.

Alpha Energy and Electric, Inc.  
(Bidder's Name)

(Date) OCTOBER 30TH 2023

Signature of Person Making This Affidavit

In witness whereof, I have hereunto subscribed my name and affixed my official seal this <sup>320</sup>~~30TH~~  
day of ~~OCTOBER~~, 2023.  
NOVEMBER

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF MISSOURI)

) ss

COUNTY OF JACKSON)

On this 30<sup>th</sup> day of October, 2023, before me appeared GABRIEL OKAFOR, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the PRESIDENT (title) of ALPHA ENERGY AND ELECTRIC INC (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity 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).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

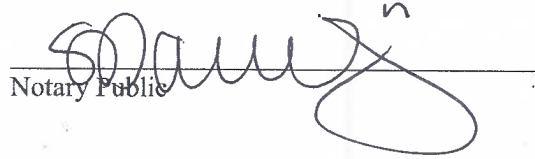


I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.



Affiant's signature

Subscribed and sworn to before me this <sup>3<sup>RD</sup></sup> ~~30<sup>TH</sup>~~ day of <sup>NOVEMBER</sup> ~~OCTOBER~~, 2023.



Notary Public

My Commission expires:

01/09/2026

SHELBY DAVIS  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires 1/9/2026  
Commission # 22215731

**ATTACHMENT C**  
**PAYMENT FORMS**

1. 01290.01 Application for Payment
2. 01290.02 Schedule of Values



# APPLICATION FOR PAYMENT

**Project Number** \_\_\_\_\_

**Project Title** \_\_\_\_\_

Final Payment<sup>5</sup>

CONTRACTOR \_\_\_\_\_

Address \_\_\_\_\_

Application Number<sup>2</sup>: \_\_\_\_\_

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

Ordinance/Resolution Number: \_\_\_\_\_

Effective: \_\_\_\_\_

PO Number \_\_\_\_\_

Vendor Number \_\_\_\_\_

Application for Work Accomplished from \_\_\_\_\_ to \_\_\_\_\_

Original Contract Price	[1]		\$	-
Net by Change Orders through _____		[2]	\$	-
Current Contract Price (1+2)		[3]	\$	-
Completed Work	[4]	\$	-	
Disputed Amounts <sup>3</sup>	[-]	[4a]	\$	-
Stored Material <sup>4</sup>	[5]	\$	-	
Disputed Amounts <sup>3</sup>	[-]	[5a]	\$	-
Total Completed and Stored to Date (4+5)		[6]	\$	-
Previous Payments	[7]	\$	-	
Previous Retainage	[8]	\$	-	
Total Previous Applications (7+8)		[9]	\$	-
Amount This Application (6-9)		[10]	\$	-
Less Retainage This Application (5%)		[-]	[11]	\$ -
Release of Retainage		[12]	\$	-
Total Due This Application (10-11+12)		[13]	\$	-
Liquidated Damages				
Completion of Work	[14]	\$	-	[-] \$ -
Prevailing Wage <sup>7</sup>	[15]	\$	-	[-] \$ -
MBE/WBE Program <sup>7</sup>	[16]	\$	-	[-] \$ -
Workforce Program <sup>7</sup>	[17]	\$	-	[-] \$ -
<b>Total Amount Due Contractor (13 - 14 through 17)</b>		[18]	\$	-

Accompanying Documentation: <sup>1, 2, 3, 4, 5, & 6</sup> and any other information as necessary.

NOTE: Initial all figures on this Application and on the Schedule of Values that are changed to correct errors or conform to the amount recommended. Attach explanation of changes that have been made.

**CONTRACTOR's Certification:**

The undersigned CONTRACTOR certifies that (a) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by all prior Applications for Payment; (b) at time of payment, title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (c) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (d) all manufactured goods or commodities used or supplied for this Project are in compliance with Kansas City's Buy America ordinance.

By \_\_\_\_\_  
 Contractor Authorized Representative (Print) Signature

Date \_\_\_\_\_

State of \_\_\_\_\_ )  
 County of \_\_\_\_\_ )SS

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires:

Notary Public: \_\_\_\_\_

DESIGN PROFESSIONAL's Recommendation of Payment:

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the DESIGN PROFESSIONAL recommends to the OWNER that to the best of the DESIGN PROFESSIONAL's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

\_\_\_\_\_  
Name of firm (Print)                      DESIGN PROFESSIONAL (Print)                      (Signature)

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

Construction/Program Manager's Recommendation of Payment: (if applicable)

In accordance with the Contract Documents, based on on-Site observations and the data comprising this application, the Construction/Program Manager recommends to the OWNER that to the best of the Construction/Program Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the CONTRACTOR is entitled to payment of the Amount above listed in this application.

\_\_\_\_\_  
Construction/Program Manager firm (Print)                      Authorized Representative (Print)                      (Signature)

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

City's Representative's Agreement with Recommendation of Payment

\_\_\_\_\_  
City's Representative(print)                      (Signature)                      (Date)

City's Approval

The amount previously recommended is approved for payment.

\_\_\_\_\_  
Director or Designee (Print)                      (Signature)                      (Date)

<sup>1</sup>See General Conditions Article 14.02 A and B

<sup>2</sup>Proof of tax compliance if 1st payment and if Contract amount exceeds \$150,000.00

<sup>3</sup>Schedule of Values--Denote any amounts currently disputed in this application. Attach additional dispute documentation if required.

<sup>4</sup>If requesting payment for stored materials, see General Conditions Article 14.02 A.1

<sup>5</sup>If final payment, current proof of tax compliance if Contract is longer than 1 year and amount exceeds \$150,000.00.

<sup>6</sup> Per General Conditions Sec. 14.02 attach a copy of the most recent 00485.01 M/WBE Monthly Utilization Report, 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report CONTRACTOR has submitted to the City's Human Relations Department

<sup>7</sup>Applicable only if final payment

**REMINDER:** CONTRACTOR is responsible for meeting or exceeding the the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. Any Change Orders or amendments modifying the amount CONTRACTOR is to be compensated will have correspondingly impacted the amount of compensation due D/M/WBEs for purposes of meeting or exceeding the Bidder/Proposer participation. CONTRACTOR is again reminded to consider the effect of any Change Order or amendment, and to submit a Request for Modification/Substitution if appropriate.

Distribution:      Owner                      Project Manager  
                         Contractor                      Design Professional  
                         Construction Manager                      \_\_\_\_\_



**CREO KC INSTRUCTIONS  
FOR CONSTRUCTION CONTRACTS**

**PART A. ECONOMIC EQUITY & INCLUSION GOALS--MBE/WBE PROGRAM**

**I. City's Economic Equity & Inclusion Goals--MBE/WBE Program.**

- A. The City has adopted an Economic Equity & Inclusion Goals--Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 3-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction contract may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract that may be awarded pursuant to these bid specifications. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Bidder submits a bid of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this contract are set forth elsewhere in the bid specifications.
- B. These Civil Rights & Equal Opportunity Department ("CREO KC") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the contract work to the extent of the goals listed for the contract and to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the Bid that a Bidder objectively demonstrate to the City that good faith efforts have been made to meet the Goals. Bidders must attempt to meet both the MBE and WBE goals and request a waiver if either is not met.
- C. The following CREO KC Forms are attached and must be used for MBE/WBE submittals:
1. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8); and
  2. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
  3. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
  4. Request for Modification or Substitution (CREO KC Form 11); and
  5. Contractor Affidavit for Final Payment (Form 01290.14); and
  6. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Bidder's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Civil Rights & Equal Opportunity Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Before a Bidder submits a bid, Bidder



should contact CREO KC and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

## **II. Required Submissions Following Bid Opening.**

A. Bidder must submit the following documents within forty-eight (48) hours of bid opening:

1. **Contractor Utilization Plan/Request for Waiver (CREO KC Form 8).** This form states a Bidder's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
  - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
  - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
  - c. An automatic request for waiver in the event Bidder has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, CREO KC will examine the Bidder's documentation of good faith efforts and make a recommendation to grant or deny the waiver. CREO KC will recommend a waiver be granted only if the Bidder has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (CREO KC Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

## **III. Required Submission when Requested by City.**

A. Bidder must submit the following documents when requested by City:

1. **Timetable for MBE/WBE Utilization (CREO KC Form 10).**
2. **Documentation of good faith efforts.**

## **IV. Required Monthly Submissions during term of Contract.**

A. Bidder must submit the following report on a monthly basis if awarded the contract:

1. **M/WBE Monthly Utilization Report.** This report must be submitted to the Director by the 15<sup>th</sup> of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications. The method of submission of this report is through the B2GNow Diversity Management System (B2GNow).

## **V. Required Submittals for Final Contract Payment.**

A. Contractor must submit the following documents with its request for final payment under

the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**
2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**
3. **Final B2GNow Monthly Contract Audit Report with all payment audits confirmed.**

#### **VI. Additional Submittals.**

- A. Contractor may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (CREO KC Form 11)**. Refer to Section IX, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

#### **VII. MBE/WBE Participation Credit.**

- A. The following shall be credited towards achieving the goals:
  1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
  2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
  3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
  4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
  5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
  6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
  1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
  2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
  3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
  4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.





## **VIII. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.**

- A. A bidder is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening. However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of CREO KC will consider whether the Bidder has performed the following, along with any other relevant factors:
1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO KC no less than every three (3) month.
  2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO KC no less than every three (3) months.
  3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
  4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBE/WBEs appearing on the CREO KC directory.
  5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
  6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs



and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
  - a. The bid due date;
  - b. The name of the project;
  - c. The address or general location of the project;
  - d. The location of plans and specifications for viewing;
  - e. Contact information of the prime contractor;
  - f. A general description of the scopes of work that are the subject of the solicitation;
  - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
  - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
  - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or developer as of the bid solicitation; and

Any other information deemed relevant by the bidder, proposer, contractor or developer, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, contractor or developer of such additional information at the time the goals are recommended by the director. 8. Within five (5) working days after drawing the bid specifications, send certified letters, verifiable e-mails or proof of facsimiles to certified MBEs and WBEs listed in the M/W/DBE Kansas City Mo. Online Directory.

- C. A Bidder may be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

#### **IX. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.**

- A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution (CREO KC Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
  - 1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
  - 2. The Bidder or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
  - 3. The Director also finds one of the following:
    - a. The listed MBE/WBE is non-responsive or cannot perform; or
    - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
    - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
    - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
    - e. The listed MBE/WBE is unacceptable to the contracting department; or
    - f. The listed MBE/WBE thereafter had its certification revoked; or
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. Once a modification has been made, a Construction Contractor Employee Identification Report (CREO KC Form 0485.04) for the newly approved subcontractor must be submitted at least ten (10) days prior to the approved subcontractor commencing work on a City contract.

#### **X. Appeals.**

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:



1. The grant or denial of a Request for Waiver;
  2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
  3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
  4. Liquidated Damages;
  5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at CREO KC of determinations shall constitute notice. The appeal shall state with specificity why the Bidder or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

#### **XI. Access to Documents and Records.**

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) calendar days of the date of the written request.
- B. All Bidders agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the MBE/WBE program.

#### **XII. Miscellaneous.**

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the lowest and best bidder if the City Council determines a waiver is in the best interests of the City.
- E. The Director may grant extensions of time to Bidders to submit Letters of Intent to Subcontract (CREO KC Form 00450.01).

#### **XIII. Liquidated Damages – Economic Equity & Inclusion Goals--MBE/WBE Program.**

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as



liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

## **PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**

**IMPORTANT:** This Part B is applicable to City construction contracts estimated by the City prior to solicitation as: (1) requiring more than 800 construction labor hours and (2) valued in excess of \$300,000.00. This program is distinguished from the M/WBE Program in that it is based on workforce hours of the Bidder and *all* its participating subcontractors rather than the actual contract value of work. The instructions herein detail the specifics related to this program. This program is in *addition* to the M/WBE program.

### **I. City's Construction Employment Program.**

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Workforce Program" or "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry.
- B. The minimum workforce goals are currently set by ordinance at 10% for minorities and 2% for women. These goals are separate from M/WBE goals. Public recognition may be provided if the bidder achieves at least twice the minimum participation.
- C. Construction contracts subject to the Workforce Program and the company-wide and project-specific workforce goals ("workforce goals") are those contracts to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation to: (1) require more than 800 construction labor hours, (2) has estimated costs that exceed \$300,000.00, and (3) involve the expenditure of public funds.
- D. The successful bidder may meet company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area. In addition, the successful Bidder is responsible to ensure that it and its subcontractors cumulatively make good faith efforts to meet project-specific goals for utilization of minorities and women.
- E. These Civil Rights & Equal Opportunity Department ("CREO KC") Forms & Instructions are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS as defined in the General Conditions. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Bidder in fact meet or exceed the construction employment goals to receive approval from CREO KC, a Bidder not doing so is required to

objectively demonstrate to CREO KC that good faith efforts have been made.

- F. The following reports are to be used for Construction Employment Program submittals:
1. Project Workforce Monthly Report
  2. Company-Wide Workforce Monthly Report

## II. Required Submissions.

- A. Within forty-eight (48) hours after bid opening, the construction contractor shall submit the **Construction Employee Identification Report** (CREO KC Form 00485.04) and shall include: the name, home address, job title, sex and race/ethnicity of each person working for the Prime. The individuals to be listed on the form are those which the construction contractor *anticipates* will be performing construction labor hours creditable towards the minimum workforce goals applicable to the construction contractor individually.

The following circumstances also require the submission of a Construction Employee Identification Report:

- a. Prior to contract execution for those City construction contracts awarded pursuant to a request for proposals (RFP), the construction contractor shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04).
  - b. At least ten (10) days prior to the date upon which any subcontractor is to commence work under a City construction contract, the Prime shall submit a **Construction Employee Identification Report** (CREO KC Form 00485.04) for the subcontractor.
- B. The CREO KC Director has established the B2GNow Diversity Management System (“B2GNOW”) (an online reporting tool) as the preferred method for fulfilling reporting requirements of the Workforce Program. The CREO KC Director will allow paper submission in lieu of on-line submission if the on-line submission process presents a hardship to the contractor.
- C. Bidder must submit the following documents through B2GNow on a monthly basis if awarded the contract:
1. **Project Workforce Monthly Report.** This report is contract specific. This report must be submitted to the Director by the 15<sup>th</sup> of each month for the Contractor and each subcontractor. It will be utilized to report the Contractor’s own workforce compliance data with regard to the City’s construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.
  2. **Company-Wide Workforce Monthly Report.** This report is not contract specific; it is used to report on the utilization of women and minorities, by trade, company-wide. This report must be submitted to the Director by the 15<sup>th</sup> of each month. It will be utilized to report the Contractor’s own workforce compliance data with regard to



every contract (both privately and publicly funded) that the Contractor has in progress throughout the Kansas City Metropolitan Statistical Area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

### **III. Submittal Required for Final Contract Payment.**

- A. The final Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report must be submitted before final payment will be made and/or retainage released. Contractor shall note the submittal of the final reports by notation in the box entitled “Final Report”

### **IV. Methods for Securing Workforce Participation and Good Faith Efforts.**

- A. A bidder is required to make good faith efforts to achieve the construction employment goals and ensure its subcontractors are making good faith efforts to achieve the construction employment goals. If a Bidder or its subcontractors will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a bidder must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of CREO KC. The Director will request evidence of the Bidder’s and its’ subcontractors’ good faith efforts to meet the goals. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts for itself and its subcontractors. The Director will examine the Bidder’s request and the Bidder’s documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Bidder has made good faith efforts to secure minority and female participation.

**IMPORTANT:** The Bidder’s subcontractors on a city construction contract must meet the workforce goals collectively. The bidder is responsible to ensure the subcontractors make good faith efforts to meet the workforce goals. Bidders are required to include language in its subcontracts that ensure the subcontractors make good faith efforts to meet or exceed the workforce goals.

- B. In evaluating good faith efforts, the Director will consider whether the Bidder and its subcontractors have performed the following:
  1. For those bidders that are not signatories to a collective bargaining agreement with organized labor:
    - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director’s recommendations; and
    - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
    - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and



- d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
  - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
  - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
  - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
  - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those bidders that are signatories to collective bargaining agreements with organized labor:
- a. Requested in writing from each labor union representing crafts to be employed that:
    - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
    - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
  - b. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
  - c. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
  - d. To the extent the good-faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing, in order to accomplish the purpose and intent of this section.

C. In the event workforce goals are not met or there is anticipation that goals will not be





met, a Bidder will be required to give the City documentation to prove that it and/or its subcontractors made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

#### **V. Access to Documents and Records.**

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each bidder further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to documents and records.
- B. All Bidders agree to cooperate with the contracting department and CREO KC in studies and surveys regarding the construction employment program.

#### **VI. Appeals.**

- A. In conformance with the Program, appeals may be made to the Construction Workforce Board on the following:
  - 1. Determinations by the Director that a contractor did not meet the construction employment goals and did not make a good faith effort to meet the goals;
  - 2. Recommendations by the Director to assess liquidated damages;
  - 3. Recommendation by the Director that a contractor be declared ineligible to receive any city construction contract for a period of time up to one year.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the recommendation or determination. The appeal shall state with specificity why the Bidder or Contractor believes the recommendation or determination is incorrect.
- C. Failure to file a timely appeal shall constitute a waiver of a Bidder's or Contractor's right to appeal such determination or recommendation and such person shall be estopped to deny the validity of any order, determination, recommendation or action of CREO KC which could have been timely appealed.

#### **VII. Miscellaneous.**

- A. A Bidder or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. The successful bidder may be required to meet with the Director of CREO KC or the Director's designee for the purpose of discussing the construction employment program, the bidder's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.
- C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- D. Oral representations are not binding on the City.

#### **VIII. Failure to Meet Workforce Goals**

- A. If Contractor or its subcontractors fail to achieve the construction employment goals or make good faith efforts to achieve those goals without having previously obtained a

waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, if the directory finds that the contractor or subcontractor have not met, or made good faith efforts to meet, the construction employment goals for any quarter, the director may:

1. Assess liquidated damages against the construction contractor, as specified in the city construction contract;
2. Require the contractor to attend mandatory training, as specified in the construction contract;
3. Declare the contractor ineligible to receive any city construction contract or participate as a subcontractor under any city construction contract for a period of time up to six months, as specified in the construction contract.

#### **IX. First Source Program**

- A. The City has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While the contractor awarded a City construction contract is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the “First Source Program”) must be utilized by the contractor subject to the construction employment goals as set forth in this **PART B, CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**.
- B. The City utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. The contractor shall contact the Full Employment Council within 48 hours of contract award, regardless of whether the contractor has any hiring needs at that time, and within 48 hours following any job vacancy which the contractor reasonably anticipates filling during the term of the City construction contract. The contractor shall comply with the First Source Program requirements as implemented by the Full Employment Council unless otherwise excused in writing by the Director of CREO KC for good cause shown. To ensure compliance with the First Source Program, the contractor shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at [www.feckc.org](http://www.feckc.org) and clicking on the link for KCMO First Source Hiring Program. The contractor shall not hire any individual to provide construction services on a City construction contract unless the contractor has met the requirements of the First Source Program.
- C. The contractor shall require that its subcontractors utilize the First Source Program to the same extent that the contractor is required to do so, and shall incorporate the requirements of this Section IX into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably anticipates filling during the term of their subcontract on a City construction project.





\*CREO Document Submittal Project

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**CREO Document Submittal for Non e-Builder Projects: #1252**

Subject: CUP/LOI (Contract Utilization Plan/Letter of Intent) Document Upload |  
Contract EV3052-3 | EV3052-3 Electrical Services  
Creator: Implementation, e-Builder  
Date Created: 01.18.2024 02:21PM  
Process Date Due:  
Open: Yes

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Accepted By:  
Current Step: CREO MM CUP/LOI  
Status: Received  
Date Due:

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**Comments**

# Contractor Utilization Plan Approval Form

Prepared by: Cory Burress

**e-Builder users:** Approval Form must be completed and attached in PDF format where indicated. CUP/LOIs must be attached where indicated, or as supporting documents.

Date: 1/18/24

Contract/Project Number: EV3052-3	Project Name: CITY-WIDE IDIQ ELECTRICAL SERVICES, MAINTENANCE AND REPAIR
Developer/Prime: Alpha Energy and Electric, Inc.	Contact Name: Gabriel Okafor
Address: 1100 East 34th Street, Kansas City, MO 64109	Email: gabriel.okafor@alphaee.com

**Full Contract Value: \$ 1,000,000.00**

Funding:  City  State  Federal  CO-OP  Grant:  Other:

Project Requirements:  M/WBE  DBE  Section 3  N/A

Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Construction Employment Program:  Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.  
 NO: Workforce hours are less than 800 and project cost is less than \$300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>15</u> %	MBE: <u>85</u> %
WBE: <u>15</u> %	WBE: <u>15</u> %
Non-certified firms: ____%	Non-certified firms: ____%

Contract Type (select one):  Construction  Design-Build  Design Professional  Professional Services  
 General Services  Facilities Maintenance/Repair/Renovation  Concessions  Co-operative  
 Revenue Sharing  Non-Municipal Agency  Other Goods & Services  Other \_\_\_\_\_

Project Manager: Karen Wang Email: karen.wang@kcmo.org  
 Additional Information:

**This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).**

**FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**

**The Contractor Utilization Plan is:**

Approved  Disapproved

85 % MBE 15 % WBE \_\_\_\_\_ % DBE

**The Request for Good Faith Efforts Waiver is:**

Approved  Disapproved  Not Applicable

**Appeal Sent to FICB or Incentive Agency?**  Yes \_\_\_\_\_ FICB \_\_\_\_\_ Incentive Agency  No

CREO Signature: Gabriel Buer Date: 1/22/2024

**Comments:**



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**Inter-Departmental Communication**

Date: January 20, 2024  
To: Council member Kevin O'Neill, Chair, Transportation, Infrastructure & Operations Committee  
From: Jaime Guillen, Director; Civil Rights & Equal Opportunity Department  
Subject: CUP Summary #: EV3052-3

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**CONTRACTOR:** Alpha Energy and Electric, Inc.  
Address: 1100 East 34th Street,  
Kansas City, MO 64109  
Contract # & Name: EV3052-3 - CITY-WIDE IDIQ ELECTRICAL SERVICES, MAINTENANCE AND REPAIR  
Contract Amount: \$1,000,000.00  
Contract Type: Facilities Maintenance/Repair/Renovation  
MBE Goal: 15%  
WBE Goal: 15%  
Total MBE Achieved: 85%  
Total WBE Achieved: 15%

**MBE SUBCONTRACTORS:**

Name: Alpha Energy and Electric, Inc.  
Address: 1100 East 34th Street,  
Kansas City, MO 64109  
Scope of Work;  
Subcontract Percentage: \$850,000.00  
Ownership: Ike Nwabuonmu  
Structure: African American, Male Code:1

**WBE SUBCONTRACTORS:**

Name: Hartline Construction, LLC  
Address: 751 East 63rd Street, Suite 107,  
Kansas City, MO 64110  
Scope of Work: General enabling work for electrical work. Work including but not limited to providing laborers for cleaning and enabling work. Provide operators and perform excavation for electrical work. Perform traffic control service, signage and flags. Perform all general conditions scope of work.  
Subcontract Percentage: \$150,000.00  
Ownership: Jennifer Hart  
Structure: Caucasian, Female Code: 27

**Comments:** Prime contractor Alpha Energy and Electric, Inc. is a certified MBE who is self-performing work for MBE participation credit of 85%

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Name of M/WBE Firm Hartline Construction, LLC  
 Address 751 East 63rd Street, Suite, 107 Kansas City, MO 64110  
 Telephone No. (816) 921-6002  
 I.R.S. No. 45-3951328

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

*(List additional M/WBEs, if any, on additional page and attach to this form)*

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 Total Contract
<u>Alpha Energy and Electric, Inc.</u>	<u>Contractor</u>	<u>\$850,000</u>	<u>0.85</u>	<u>85%</u>
<u>Hartline Construction, LLC</u>	<u>Contractor</u>	<u>\$150,000</u>	<u>0.15</u>	<u>15%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____







6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Gabriel Okafor  
 Address: 1100 East 34th Street, Kansas City, MO 64109  
 Phone Number: 816 878 4980  
 Facsimile number: 816 214 8857  
 E-mail Address: gabriel.okafor@alphaee.com

By: Gabriel Okafor *Gabriel Okafor*  
 Title: President  
 Date: 07/13/2023  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 13 day of July, 2023.

My Commission Expires: Oct 22 2023

*[Signature]*  
 \_\_\_\_\_  
 Notary Public

**Surety Edge**  
**Notary Public -Notary Seal**  
**STATE OF MISSOURI**  
**Jackson County**  
**My Commission Expires Oct 22 2023**  
**Commission # 19536097**





# LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

Project Name/Title CITY-WIDE IDIQ ELECTRICAL SERVICES, MAINTENANCE AND REPAIR

Project Location/Number Kansas City, MO/ EV3052

**PART I:** Prime Contractor Alpha Energy and Electric, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Hartline Construction, LLC. who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

General enabling work for electrical work.

for an estimated amount of \$ varies annually (or 15 % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_  
Name Phone

a) This subcontractor is (select one): MBE WBE DBE N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Alpha Energy and Electric, Inc.

*G. M. Okafor*

Signature: Prime Contractor

Gabriel Okafor

Print Name

President

Title

7/13/2023

Date

State of Missouri )

County of Jackson )

I, \_\_\_\_\_, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 13 day of July, 2023

My Commission Expires: Oct 22, 2023

*[Signature]*  
Notary Public

STAMP:

***Stacy Edger***  
**Notary Public -Notary Seal**  
**STATE OF MISSOURI**  
**Jackson County**  
**My Commission Expires Oct 22 2023**  
**Commission # 19536097**

MWDBE SUBCONTRACTOR BUSINESS NAME: Hartli n Construction, LLC

*Jennifer B. Hart*

Signature: Subcontractor

Jennifer Hart

Print Name

Owner/President

Title

7/13/2023

Date

State of Missouri )

County of Jackson )

I, Cheyenne Rae Burchett, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of July 14th, 2023

My Commission Expires: 09/27/ 2022

*Cheyenne Rae Burchett*  
Notary Public

STAMP:

**CHEYENNE RAE BURCHETT**  
**NOTARY PUBLIC - NOTARY SEAL**  
**STATE OF MISSOURI**  
**COMMISSIONED FOR JACKSON COUNTY**  
**MY COMMISSION EXPIRES SEP. 27, 2025**  
**ID #21366490**



# CREO KC MONTHLY REPORTING INSTRUCTIONS

## M/WBE Monthly Utilization Report Instructions

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web-based MBE/WBE Reporting System in the administration of this Contract. This web-based application database is a collaboration tool selected and provided by the City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.

## Prevailing Wage Certified Payroll Report Instructions

1. Prevailing Wage Certified Payroll Report applies to Contracts that include Prevailing Wage or Davis Bacon Provisions.
2. This web-based application database is provided by the City for reporting certified payrolls and other related prevailing wage data.
3. Computer Requirements: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
  - a. Computer Operation System: Windows XP, Windows Vista, or Windows 7
  - b. Web Browser: Google Chrome
  - c. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
4. City will assist Contractor in providing training of personnel and Subcontractor's personnel.
5. Contractor and Subcontractors shall have the responsibility for visiting the web site and entering data in on timely basis, and as necessary to be in compliance with Prevailing Wage Requirements included in their contracts.

## Workforce Monthly Report Instructions

1. Workforce Monthly Reporting only applies to Construction Contracts greater than \$300,000 and greater than 800 projected labor hours.
2. The City will utilize a web-based Reporting System in the administration of this Contract. This web-based application database is a collaboration tool selected and provided by the City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.



# M/WBE Monthly Compliance Audit Online Reporting Instructions

## PRIME INSTRUCTIONS:

The Prime's responsibility is to report payments made to subcontractors for the prior month.

1. Log into B2GNow Diversity Management System (B2GNow)
2. On the Dashboard, click Contract Audits.
3. Select the specific audit that needs to be completed. Any and all money that changed hands during the month of the audit must be reported to the specific audit month.
4. To complete audit select Report 1 Subcontractor Payment. Under the actions column, select Submit Response for the specific subcontractor that needs reporting or select the Submit ALL Incomplete Records button to go to all the subcontractors to report amounts. Under the audit information answer the following questions:

The screenshot shows a form titled "Audit Information" with a blue header. Below the header, there is a text input field for "Amount PAID for June 2020" with a dollar sign icon and a red asterisk. A red note below it says "Do NOT enter invoice amount." There is also a "Payment Date" field with a red note: "Enter payment date if you made a payment for June 2020" and "If multiple payments were made, enter the date of the first payment." The "Payment Detail" section has a text area with instructions: "Enter details of PAID check numbers (or ACH references) and amounts for June 2020. This information is optional but will speed up the confirmation process. Payment details are displayed to Dan's Contracting Test."

Once information has been entered, select review and save. Complete same steps for all subcontractors. If there were subcontractors that did not receive a payment for the specific audit month, click the Mark Remaining Subcontractors as Zero button to mark remaining subcontractors as 0.

## SUBCONTRACTOR INSTRUCTIONS:

The responsibility of the Subcontractor is to confirm payment received for specific audit month.

1. Log in to B2GNow Diversity Management System (B2GNow)
2. On the Dashboard, select Contract Audits.
3. Select the specific audit that needs to be completed.
4. To complete audit, select Confirm Payment Received. There will be two options: correct or incorrect. Select correct if payment was in fact received OR if payment was not received or amount was different select incorrect. Answer all questions and select save to complete.

The screenshot shows a form titled "Compliance Audit Information" with a grey header. It displays "Amount Reported by the prime contractor for November 2021 as PAID to You" as "\$500.00" in red. Below this is a "Confirm Reported Amount?" section with two radio button options: "Correct - the amount reported by the prime contractor as PAID to us is correct (\$500.00)." and "Incorrect - the amount reported by the prime contractor as PAID to us is not correct." There is a "Final Payment?" section with three radio button options: "No - our work on this contract continues." (which is selected), "Yes - this is our last payment for this contract.", and "N/A - we have not begun work on this project or we have not been paid yet for our work." The "Is Prime Withholding Retainage?" section has two radio button options: "No" and "Yes".

NOTE: Complete one M/WBE report per project.

An email notice will be sent from our organization monthly to notify Prime & Subcontractor users of incomplete audits.



Workforce Monthly Report Forms only apply to Construction Contracts greater than \$300,000.00 with greater than 800 projected labor hours.

## Workforce Monthly Report Instructions

(Instructions for online reporting)

### Completing a Workforce Audit:

To report your workforce hours:

1. Log into B2GNow Diversity Management System (B2GNow)
2. Click on the red underlined number of 'Incomplete audits' under Workforce Audits
3. Click View for the incomplete audit that needs to be completed.
4. Click Fill in Audit
5. Complete the form including the Payroll Number. Select Add to Audit to report hours worked for specific Craft/Trade.

\* required entry

Summary Information	
CONTRACTOR	KCMO Test Vendor Sample
PAYROLL START DATE	11/1/2021
PAYROLL END DATE	11/30/2021
PAYROLL NUMBER	<input type="text"/>
SPECIAL STATUS	<input type="checkbox"/> No Work (all fields will be filled with zeros) <input type="checkbox"/> Suspended <input type="checkbox"/> Final

Enter values below as hours worked. There is no need to fill in zeros; all blank fields will be saved as zero.

Craft/Trade List														
Craft/Trade	Caucasian		Black/African American		Hispanic/Latino		Asian		Native American		Other/Unknown Ethnicity		Local Resident	Comments
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Foreman/Supervisor														Not included in audit <a href="#">Add to Audit</a>
Asbestos Worker (Journeyman)														Not included in audit <a href="#">Add to Audit</a>

6. Scroll down and select review once hours have been reported.
7. Save and Certify to submit OR Save but Certify Later (to save a draft of your audit response). Audit must be certified for the workforce audit to be submitted for review. If there is an audit where no work was performed, and have 0 hours to report, select the Mark as No Work Audit button on step 4 to report 0 hours for all your employees. Select Certify & Release to Organization to complete. Mark Final for Special Status if the audit being completed is the last month of work, this will notify the system to stop generating monthly audits.

**NOTE:** If subcontractor has completed Workforce Audit, Prime MUST either accept audit and release to the organization or reject audit back to Subcontractor for correction.

An email notice will be sent from our organization monthly to notify Prime & Subcontractor users of incomplete audits.



# Company-Wide Workforce Monthly Report

Human Relations Department - City of Kansas City, Missouri

Report Date:	Reporting Period:	Contract Awarded Date:	
Contractor:		City Vendor ID:	
Contact Person/Phone:	Contractor Address:	Contractor Report <input type="checkbox"/>	Subcontractor Report <input type="checkbox"/>
E-mail Address:	Have you hired any new construction workers this month?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Final Cumulative Report: <input type="checkbox"/> Yes <input type="checkbox"/> No

Report total of all hours of work performed company-wide on all projects in the KCMO Metropolitan Statistical Area (MSA). Enter the total hours on all lines and in all columns. Workforce hours should be based on payroll records.

JOB CATEGORIES	OVERALL TOTAL (Sum of all Columns, A thru F Male & Female)	A Total Hours White Employees		B Total Hours Black Employees		C Total Hours Hispanic Employees		D Total Hours Asian/Pacific Islander		E Total Hours Native American Employee		F Total Hours Other/Unknown Race Employee		G KCMO Resident Hours  Total #
		M	F	M	F	M	F	M	F	M	F	M	F	
Foreman/Supervisor														
Asbestos Worker Journeyman														
Asbestos Worker Apprentice														
Boilermaker Journeyman														
Boilermaker Apprentice														
Bricklayer Journeyman														
Bricklayer Apprentice														
Carpenter Journeyman														
Carpenter Apprentice														
Cement Mason Journeyman														
Cement Mason Apprentice														
Electrician Journeyman														
Electrician Apprentice														
Elevator Constructor Journeyman														
Elevator Constructor Apprentice														
Glazier Journeyman														
Glazier Apprentice														
Iron Worker Journeyman														
Iron Worker Apprentice														
Laborer Journeyman														
Laborer Apprentice														
Operating Engineer Journeyman														
Operating Engineer Apprentice														
Painter Journeyman														
Painter Apprentice														
Pipe Fitter/Plumber Journeyman														
Pipe Fitter/Plumber Apprentice														
Plasterer Journeyman														
Plasterer Apprentice														
Roofer Journeyman														
Roofer Apprentice														
Sheet Metal Journeyman														
Sheet Metal Apprentice														
Sprinkler Fitter														
Sprinkler Fitter Apprentice														
Truck Driver Journeyman														
Truck Driver Apprentice														
Welder Journeyman														
Welder Apprentice														
Other														
Total Monthly Hours														
Total % of Hours														

Contractor shall submit report by the 15th of each month.													
Philip Yelder, Director Human Relations Department 414 E. 12th Street, 4th Floor, Kansas City, MO 64106 Phone: 816-513-1836 Email: <a href="mailto:HRDcontractcompliance@kcmo.org">HRDcontractcompliance@kcmo.org</a>										Report Submitted By: _____			
										Date: _____			



**City of Kansas City, Missouri**  
**Civil Rights & Equal Opportunity Department**  
**Construction Contractor Employee Identification Report**

**Company Name:** \_\_\_\_\_  
**Company Address:** \_\_\_\_\_  
**Company City, State, Zip:** \_\_\_\_\_  
**Name of Person Completing Report:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Prime's Name:** \_\_\_\_\_  
**KCMO Project Name:** \_\_\_\_\_  
**KCMO Project Number:** \_\_\_\_\_  
**Today's Date:** \_\_\_\_\_  
**City Department:** \_\_\_\_\_

**Instructions:**

- 1) Each applicable Prime Contractors **must complete this form for its company within 48 hours of bid opening**
- 2) The Civil Rights & Equal Opportunity Department strongly recommends usage of the electronic version of this form. This form may be obtained by visiting [www.kcmo.gov](http://www.kcmo.gov) website. The website is enabled with a "search" function on the Home page on the right corner. Select the magnifying glass and type in the search field "Contract Central". Select the first result, then click on the link to Standard City Contract Forms. Scroll down to Construction Contractor Employee Identification Report and click the link to open this document. Complete the fields in the Employee section; the Official Use Only section will automatically populate. NOTE: This form can be printed and attached to other required Bid documents.
- 3) All subcontractors shall be required to complete this form and submit to the Prime Contractor. For each subcontractor, the Prime must submit this form to City at least at least (10) days prior to the date the subcontractor shall commence work under a city construction contract.
- 4) Complete this form if you are the Prime contractor on a City construction project estimated over **\$300,000 & over 800 man hours**.
- 5) Complete this form with data from your **current construction workforce** (no office personnel).
- 6) Prime contractor is responsible to ensure subcontractor completes this form as required in #3 above.

Official Use Only											
Females	KCMO Resident		Males	KCMO Resident		Foreman/Supervisor	Journeyman	Apprentice	Operating Engineer	Journeyman	Apprentice
African American	0	0	African American	#####	0	Asbestos Worker	0	--	Painter	0	0
Asian/Pacific Islander American	0	0	Asian/Pacific Islander American	#####	0	Boilermaker	0	0	Pipe Fitter/Plumber	0	0
Caucasian American	0	0	Caucasian American	#####	0	Bricklayer	0	0	Plasterer	0	0
Hispanic/Latino American	0	0	Hispanic/Latino American	#####	0	Carpenter	0	0	Roofer	0	0
Native American	0	0	Native American	#####	0	Cement Mason	0	0	Sheet Metal	0	0
Other	0	0	Other	#####	0	Electrician	0	0	Sprinkler Fitter	0	0
	0	0		#####	0	Elevator Constructor	0	0	Truck Driver	0	0
						Glazier	0	0	Welder	0	0
						Iron Worker	0	0	Other	0	--
						Laborer	0	0		0	0
							0	0		0	0

Company Name: 0

KCMO Project Name: 0

KCMO Project Number: 0

	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
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	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
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	Name		Job Title <i>(use drop down menu)</i>	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
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# AFFIDAVIT OF TRAINING PROGRAM

*This form must be submitted with 48 hours of Bid Opening*

Bidder \_\_\_\_\_

Project Title and Number \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated above ("Bidder") and I make this affidavit on behalf of Bidder.
2. Bidder certifies that it presently participates in a training program that facilitates entry into the construction industry and which may include an on-the-job or in-house training program, further described as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(attach additional pages, if necessary)

3. If requested by the City, Bidder agrees to provide City further documentation of, or other information about, this training program within 48 hours of the request.
4. Bidder acknowledges that failure to submit this form to the City within 48 hours of the Bid Opening will automatically render its bid non-responsive.

I am authorized to make this Affidavit on behalf of the Bidder named below as:

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
(Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

**ATTACHMENT E**  
**PERFORMANCE, PAYMENT AND OTHER BONDS**

1. 00610 Performance and Maintenance Bond Form
2. 00615 Payment Bond Form

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

# PERFORMANCE AND MAINTENANCE BOND

Project Number EV3052

Project Title City Wide IDIQ Electrical Services, Maintenance and Repair

KNOW ALL MEN BY THESE PRESENTS: That Alpha Energy and Electric, Inc., as PRINCIPAL (CONTRACTOR), and Developers Surety and Indemnity Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of One Million Dollars and 00/100 Dollars (\$ 1,000,000.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

CONTRACTOR has entered into a Contract with OWNER for City Wide IDIQ Electrical Services, Maintenance and Repair which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, and including any maintenance requirements contained therein, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to, liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 6th day of November 2023

**CONTRACTOR**

Name, address and facsimile number of Contractor

Alpha Energy and Electric, Inc.  
1100 E. 34th St.  
Kansas City, MO 64109  
816-214-8857

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

By: [Signature]  
Title: PRESIDENT

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

Developers Surety and Indemnity Company

800 Superior Avenue E., 21st Floor

Cleveland, OH 44114

N/A

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A-, V, or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: 

Title: Kelly R Watson, Attorney-in-Fact

Date: 11/06/2023

(Attach seal and Power of Attorney)

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

## PAYMENT BOND

Project Number EV3052

Project Title City Wide IDIQ Electrical Services, Maintenance and Repair

KNOW ALL MEN BY THESE PRESENTS: That Alpha Energy and Electric, Inc., as PRINCIPAL (CONTRACTOR), and Developers Surety and Indemnity Company, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of One Million Dollars and 00/100 Dollars (\$1,000,000.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for City Wide IDIQ Electrical Services, Maintenance and Repair, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.



WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 6th day of November, 2023

**CONTRACTOR**

Name, address and facsimile number of Contractor

Alpha Energy and Electric, Inc.  
1100 E. 34th St.  
Kansas City, MO 64109  
816-214-8857

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

By: [Signature]  
Title: PRESIDENT

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

Developers Surety and Indemnity Company  
800 Superior Avenue E., 21st Floor  
Cleveland, OH 44114  
N/A

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: [Signature]  
Title: Kelly R Watson, Attorney-in-Fact  
Date: 11/06/2023

(Attach seal and Power of Attorney)

**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
800 Superior Avenue E., 21st Floor, Cleveland, OH 44114  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Paige M. Turner, Tessa R. Turner, Kelly R. Watson, Christopher J. Miller, Donnie C. Pruett, Amber M. Manning and Matthew J. Miller, of Kansas City, MO

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 1, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By:   
Printed Name: Sam Zaza  
Title: President, Surety Underwriting



**ACKNOWLEDGEMENT:**

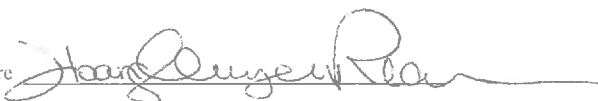
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

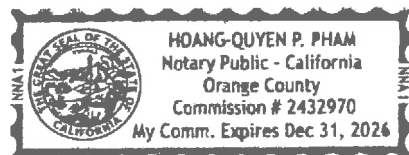
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature 



**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:  
By:  Barry W. Moses, Assistant Secretary POA No. N/A  
6B6415E7ADE548C...  
DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Signed and sealed this            day of

## ATTACHMENT F

### PREVAILING WAGE

**A. Annual Wage Order No. 29**

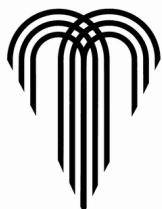
1. County: Cass, Clay, Jackson, Platte, Ray  
Work Type: State – Heavy

**B. 0830.03 Division of Labor Standards Rules & Regulations** are incorporated into and made part of this Contract and are available at

<http://www.sos.mo.gov/adrules/csr/current/8csr/8c30-3.pdf>

**C. Prevailing Wage Forms.**

1. 01290.09 Subcontractors and Major Material Suppliers List
2. 01290.11 Daily Labor Force Report
3. 01290.14 Contractor Affidavit for Final Payment
4. 01290.15 Subcontractor Affidavit for Final Payment




## SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project Number EV3052 Project Title CITY-WIDE IDIQ Electrical Services

From Contractor Alpha Energy and Electric, Inc. To City of Kansas City, Missouri Date 12/13/2023

Spec. No.	Section Title	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact
1.	Vendor	Crescent Electric Supply Company 917 East 19 <sup>th</sup> St, Kansas City, MO 64108	913-398-1923 <a href="mailto:Pat.Phelan@basupply.com">Pat.Phelan@basupply.com</a>	Pat Phelan
2.	Vendor	BA Electric Supply 428 SE Fleet way Cir, Lees Summit, MO 64081	816-525-9600 <a href="mailto:Dawn.Hawkins@cesco.com">Dawn.Hawkins@cesco.com</a>	Dawn Hawkins
3.	Vendor	Border States Electric Supply 1470 Liberty Street, Kansas City, MO 64102	816-556-1239 <a href="mailto:KRenken@borderstates.com">KRenken@borderstates.com</a>	Kelly Renken
4.	Subcontractor	Parrish & Sons 800 E 101 <sup>st</sup> Ter Ste 350, Kansas City, MO 64131	816-914-1375 <a href="mailto:fahteema@parrishandsonsconstruction.com">fahteema@parrishandsonsconstruction.com</a>	Fahteema Parrish
5.	Subcontractor	My Smart Pro Technologies 9660 Legler Rd, Lenexa, KS 66219	913-359-0476 <a href="mailto:Bryce@smartprokc.com">Bryce@smartprokc.com</a>	Bryce Burdette
6.	Subcontractor	Tech Electronics 8202 Marshall Dr., Lenexa, KS 66214	(913) 703-7327 <a href="mailto:kelly.cantrell@techelectronics.com">kelly.cantrell@techelectronics.com</a>	Kelly Cantrell
7.	Subcontractor	Kissick Construction 8131 Indiana Avenue Kansas City, MO 64132	(816) 519-0352 <a href="mailto:kchappell@kissickco.com">kchappell@kissickco.com</a>	Kerry Chappell

Attachments:

Signed by:  Date 12/13/2023

Distribution:  Owner  Contractor  Construction Manager  Design Professional  Consultant  Other



# DAILY LABOR FORCE REPORT

Project Number \_\_\_\_\_ Day \_\_\_\_\_ Date \_\_\_\_\_

Project Title \_\_\_\_\_

Contractor \_\_\_\_\_

Subcontractor \_\_\_\_\_

Weather: (Indicate if weather prevented work and why) \_\_\_\_\_

\_\_\_\_\_

Shift: (circle) 5-8 hr Days 4-10 hr Days Other \_\_\_\_\_

\* This report *MUST be completed and turned in* for EACH DAY until FINAL COMPLETION.

Worker's Full Legal Name	Occupational Title or Classification Group & Skill	Hours Worked & Time (i.e. 10AM – 4PM)	Race & Gender

I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ABOVE IS TRUE AND COMPLETE.

Contractor/Subcontractor Representative:

Complete Name: (print) \_\_\_\_\_ Title: (print) \_\_\_\_\_

Signature: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

Distribution:  City Department  Contractor  Subcontractor  Other



List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

- (✓) \_\_\_ Met or exceeded the Contract utilization goals; or
- (✓) \_\_\_ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) \_\_\_ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ of the \_\_\_\_\_,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of \_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

\_\_\_\_\_  
Notary Public



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

**Business Entity Type:**

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

**Subcontractor's Legal Name and Address**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone No. \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E:mail: \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 019  
**CASS COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
CASS County

Section 019

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.41
Boilermaker	\$24.55*
Bricklayer	\$59.91
Carpenter	\$59.18
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.83
Plasterer	
Communications Technician	\$24.55*
Electrician (Inside Wireman)	\$67.79
Electrician Outside Lineman	\$24.55*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$24.55*
Glazier	\$24.55*
Ironworker	\$66.68
Laborer	\$47.92
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$24.55*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$24.55*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$24.55*
Plumber	\$75.26
Pipe Fitter	
Roofer	\$58.09
Sheet Metal Worker	\$70.79
Sprinkler Fitter	\$24.55*
Truck Driver	\$24.55*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for  
CASS County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$24.55*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$24.55*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.59
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.03
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.78
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 29

Section 024  
**CLAY COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
CLAY County

Section 024

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.22
Boilermaker	\$31.44*
Bricklayer	\$59.38
Carpenter	\$59.64
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.27
Plasterer	
Communications Technician	\$55.20
Electrician (Inside Wireman)	\$65.94
Electrician Outside Lineman	\$31.44*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$31.44*
Glazier	\$31.44*
Ironworker	\$66.41
Laborer	\$47.56
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.94
Plumber	\$73.63
Pipe Fitter	
Roofer	\$57.74
Sheet Metal Worker	\$71.49
Sprinkler Fitter	\$31.44*
Truck Driver	\$31.44*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for  
CLAY County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$57.92
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$31.44*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.24
General Laborer	
Skilled Laborer	
Operating Engineer	\$57.18
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

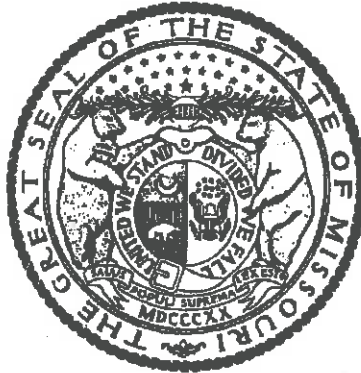
If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 048  
**JACKSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.05
Boilermaker	\$37.33*
Bricklayer	\$59.20
Carpenter	\$60.21
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.35
Plasterer	
Communications Technician	\$58.66
Electrician (Inside Wireman)	\$66.21
Electrician Outside Lineman	\$64.01
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$37.33*
Glazier	\$56.84
Ironworker	\$66.35
Laborer	\$49.04
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.39
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.71
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.15
Plumber	\$74.12
Pipe Fitter	
Roofer	\$57.93
Sheet Metal Worker	\$71.70
Sprinkler Fitter	\$61.32
Truck Driver	\$47.50
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for  
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.95
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$84.43
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.78
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.64
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

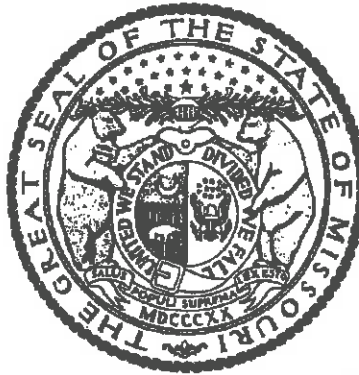
January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 083  
PLATTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
PLATTE County

Section 083

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$68.12
Boilermaker	\$32.16*
Bricklayer	\$59.27
Carpenter	\$60.12
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$32.16*
Plasterer	
Communications Technician	\$61.41
Electrician (Inside Wireman)	\$65.93
Electrician Outside Lineman	\$32.16*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$32.16*
Glazier	\$56.53
Ironworker	\$66.13
Laborer	\$47.93
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.19
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$59.08
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.03
Plumber	\$72.42
Pipe Fitter	
Roofer	\$56.95
Sheet Metal Worker	\$76.72
Sprinkler Fitter	\$32.16*
Truck Driver	\$49.75
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for  
PLATTE County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.24
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$32.16*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.23
General Laborer	
Skilled Laborer	
Operating Engineer	\$56.99
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.73
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 089  
**RAY COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
RAY County

Section 089

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$23.19*
Boilermaker	\$23.19*
Bricklayer	\$23.19*
Carpenter	\$60.81
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$23.19*
Plasterer	
Communications Technician	\$23.19*
Electrician (Inside Wireman)	\$65.73
Electrician Outside Lineman	\$23.19*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$23.19*
Glazier	\$23.19*
Ironworker	\$23.19*
Laborer	\$23.19*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$23.19*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$23.19*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$23.19*
Plumber	\$73.45
Pipe Fitter	
Roofer	\$57.54
Sheet Metal Worker	\$23.19*
Sprinkler Fitter	\$23.19*
Truck Driver	\$23.19*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for  
RAY County

Section 089

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$23.19*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$23.19*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$23.19*
General Laborer	
Skilled Laborer	
Operating Engineer	\$23.19*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$23.19*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**ATTACHMENT G**

**MISSOURI PROJECT EXEMPTION**

- 1 00560 Missouri Project Exemption Certificate
- 2 005600.1 KCMO Tax Exemption Certificate)

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY  
414 E 12TH ST 3RD FLOOR  
KANSAS CITY MO 64106

Missouri Tax ID  
Number: 12490466

Effective Date:  
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



This form is to be completed and given to your contractor.

<b>Exempt Entity and Project Information</b>	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number			
	Address		City		State	ZIP Code
	E-mail Address					
	Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____		Estimated Project End Date (MM/DD/YYYY) ____/____/____		
	Description of Project					
	Project Location			Certificate Expiration Date (MM/DD/YYYY) ____/____/____		
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.					
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____/____/____		

<b>Contractor</b>	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <a href="#">Section 144.062, RSMo</a> . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) ____/____/____	
	Address		City		State	ZIP Code

<b>Subcontractor</b>	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	ZIP Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____/____/____	

Form 5060 (Revised 11-2019)

Taxation Division  
P.O Box 358  
Jefferson City, MO 65105-0358

Phone: (573) 751-2836  
Fax: (573) 522-1666  
E-mail: [salestaxexemptions@dor.mo.gov](mailto:salestaxexemptions@dor.mo.gov)

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



**ATTACHMENT H**  
**INSURANCE**

1. 00620 Insurance Certificate Form







KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
Website: [kcmo.gov/tax](http://kcmo.gov/tax)

ALPHA ENERGY AND ELECTRIC INC  
1100 E 34TH ST  
KANSAS CITY MO 64109-1808

Letter Id: L1050112768  
Date: 15-Nov-2023  
Taxpayer Id: \*\*-\*\*\*6338



## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that ALPHA ENERGY AND ELECTRIC INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck  
Commissioner of Revenue

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



Date

Telephone

Fax

Company Name ; With D.B.A. Name

Address

City, State, Zip

Tax payer ID: Nine digit ID Number

Attn: \_\_\_\_\_

As of this date, this notice is to inform you that TEST TAXPAYER is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Commissioner of Revenue

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

Representatives Name and Title

**IMPORTANT INFORMATION:**

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

If you are working on or have a contract with the City of Kansas City, Missouri, a copy of this clearance letter will need to be provided to the contracting department, In accordance with Manual of Instruction 4-1, Article VII, Section B, for City contractors and subcontractors, the clearance letter must be dated not more than sixty (60) days: (1) before a bidder is provided written notice of intent to contract by the City, (2) before a subcontractor begins work, (3) before the filing of an application for final payment to a contractor, and (4) before the date of a contractor's final payment to a subcontractor.

**ATTACHMENT J**  
**EMPLOYEE ELIGIBILITY VERIFICATION**

- 1 Employee Eligibility Verification Affidavit



Company ID Number: 375698

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Alpha Energy and Electric, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 375698

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 375698

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III**  
**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





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Approved by:

<b>Employer</b> Alpha Energy and Electric, Inc.	
<b>Name (Please Type or Print)</b> Michelle G Thurber	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/01/2010
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/01/2010



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### Information Required for the E-Verify Program

#### Information relating to your Company:

<b>Company Name</b>	Alpha Energy and Electric, Inc.
<b>Company Facility Address</b>	1100 East. 34th Street Kansas City, MO 64109
<b>Company Alternate Address</b>	
<b>County or Parish</b>	JACKSON
<b>Employer Identification Number</b>	331116338
<b>North American Industry Classification Systems Code</b>	238
<b>Parent Company</b>	
<b>Number of Employees</b>	20 to 99
<b>Number of Sites Verified for</b>	



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angela M Mendoza
Phone Number	8164216767
Fax	8162148857
Email	angela@alphaee.com



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This list represents the first 20 Program Administrators listed for this company.

**FACILITY REPAIR AND MAINTENANCE CONTRACT**  
**PROJECT/CONTRACT NO. EV3052-3 – CITY-WIDE IDIQ ELECTRICAL SERVICES**  
**MAINTENANCE AND REPAIR**  
**GENERAL SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Alpha Energy and Electric, Inc. (“Contractor”).

City and Contractor agree as follows:

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Work To Be Performed.** The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

**Sec. 2. Term of Contract.**

- A. The effective date of this Contract shall be the date specified in the written Notice to Proceed issued by the Manager of Procurement Services. The initial term of the Contract shall be one year from the effective date.
- B. The obligation of performance and payment under this Contract do not begin until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City’s Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- C. The City shall have a unilateral right to renew this Contract for up to four additional one year terms in accordance with the Contract Documents. The Manager of Procurement Services is authorized to extend the term of this contract and time of performance for this Contract.

**Sec. 3. Purchase Orders.**

- A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City’s Manager of Procurement Services for which funds have been certified and encumbered by the City’s Director of Finance.
- B. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to Contractor.
- C. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

**Sec. 4. Compensation.**

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the 00410 Bid Form/Contract – Acceptance of Bid executed by the City. Contractor shall provide all work at the prices contained in Contractor’s Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: **according to a schedule of completed tasks.**
- C. It shall be a condition precedent to payment of any invoice from Contractor that 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 City from Contractor may be determined.
- D. No request for payment will be processed unless it is accompanied by 01290.02 Schedule of Values.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- F. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City’s Civil Rights and Equal Opportunity Department.
- G. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report submitted to the City’s Civil Rights and Equal Opportunity Department. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

**Sec. 5. Notices.** All notices required by this agreement shall be in writing sent to those parties listed on **Attachment B – Facility Repair & Maintenance Bid Form/Contract.**

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

**Sec. 6. Merger.** This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

**Sec. 7. Conflict Between Contract Parts.** In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

**Sec. 8. Minority and Women’s Business Enterprises.** City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City’s Minority and Women’s Business Enterprise Program as enacted in City’s Code Sections 3-421 through 3-469

and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Civil Rights and Equal Opportunity Department, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Contractor shall comply with City's MBE/WBE Program Reporting System requirements. Contractor shall use City's Internet web based MBE/WBE Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

**Sec. 9. Workforce.** If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

**Sec. 10. Bonds and Surety.** Contractor shall furnish a Performance and Maintenance Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.



- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

**Sec. 11. Subcontracting.**

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Civil Rights and Equal Opportunity Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

**Sec. 12. Prevailing Wage.**

- A. Prevailing Wage.
  - 1. Contractor shall comply and require its Subcontractors to comply with;
    - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
    - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
    - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
    - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth the Subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s:
  - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and
  - b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
  - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

- d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."
6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.
9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
  12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
  2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.
- C. Excessive Unemployment.
1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
  2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

**Sec. 13. Open Excavations.**

- A. Required excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open shall provide effective protection to the public.
- B. All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices.
- C. All unsupervised excavations not within roadways shall be protected and secured. A protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- D. Any excavation that is not covered shall be fenced in such a way that the fence surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions.
- E. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

**Sec. 14. Cooperative Procurement With Other Jurisdictions.** The Contractor agrees to provide products and/or services to any municipality, county, state, governmentally public utility, non-profit hospital, educational institute, special governmental agency, and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid-America Regional Council (MARC).

**Sec. 15. Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

**Attachment A – Scope of Services**

**Attachment B – Facility Repair & Maintenance Bid Form/Contract**

00412 Unit Prices

**Attachment C – 01290.01 Application for Payment**

01290.02 Schedule of Values

**NOTE: Delete CREO-KC Documents below if no goals or 0% 0% goals are set**

**Attachment D – CREO-KC Forms & Instructions**

00440 CREO-KC 5: Construction Contract CREO-KC Instructions

00450 CREO-KC 8: Contractor Utilization Plan/Request for Waiver

00450.01 Letter of Intent to Subcontract

00460 CREO-KC 10: Timetable for MBE/WBE Utilization

00470 CREO-KC 11: Request for Modification or Substitution

00485 CREO-KC Monthly Reporting Forms

**Attachment E - Bonds**

00610 Performance and Maintenance Bond

00615 Payment Bond

**Attachment F – 00830 Wage Rate Requirements**

Annual Wage Order

County – Cass, Clay, Jackson, Platte or Ray

Work Type: State – Heavy

State – Building

Division of Labor Standards Rules & Regulations

01290.09 Subcontractors and Major Material Suppliers List

01290.11 Daily Labor Force Report

01290.14 Contractor Affidavit for Final Payment

01290.15 Subcontractor Affidavit for Final Payment

**Attachment G – 00560 Missouri Project Exemption Certificate**

00560.01 Kansas City Missouri Tax Exempt Certificate

**Attachment H – 00620 Insurance Certificate**

**Attachment I – 00630 Revenue Clearance Release Authorization**

**Attachment J – 00515.01 Employee Eligibility Verification Affidavit**

**Sec. 16. Missouri Sales Tax Exemption.** Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

A. For purposes of this Section 1 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. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional'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 General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional 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 Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. 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. 2. Indemnification for Professional Negligence.

Design Professional 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 court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional 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 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: 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 form CG20 10, current edition or its equivalent

2. Worker’s Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability

- \$1,000,000 accident with limits of:
- \$1,000,000 disease-policy limit
- \$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an “occurrence” basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an “any auto” basis. If the Design Professional does not own any vehicles, coverage shall be provided on a “hired autos” and “nonowned autos” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

5. If applicable, 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 Design Professional 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.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Design Professional 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.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Design Professional. If not covered under the Design Professional’s



liability policy, such “property” coverage of the Agency may be endorsed onto the Design Professional’s Cyber Liability Policy as covered property.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys’ fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer’s responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of

subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by 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 do business in Missouri.

E. Design Professional’s failure to maintain the required insurance coverage will not relieve Design Professional of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional’s failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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. 4. Design Standards and Endorsement.**

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any

accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and

4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

#### **Sec. 5. Copyright and Ownership of Documents.**

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional 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. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

#### **Sec. 6. 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 Design Professional: (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. 7. Compliance with Laws.**

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it

needs to carry out its obligations under this Agreement.

#### **Sec. 8. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

#### **Sec. 9. Default and Remedies.**

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

#### **Sec. 10. 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 term, covenant or condition. No term, covenant, or condition of this Agreement 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 Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

#### **Sec. 11. Acceptance.**

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

#### **Sec. 12. Modification.**

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

#### **Sec. 13. Headings; Construction of Agreement.**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

#### **Sec. 14. Severability of Provisions.**

Except as specifically provided in this Agreement, all of the provisions of this

Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

#### **Sec. 15. 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 Department, the City Manager, the City department administering this Contract and their 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. Design Professional shall maintain and retain all Record 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 Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department

administering this Agreement within ten (10) days after the written request is made.

#### **Sec. 16. Tax Compliance.**

Design Professional 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 Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional 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 Agreement.

#### **Sec. 17. Assignability and Subcontracting.**

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional 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 Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional'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 Design Professional of any of its responsibilities under the Contract, and Design Professional 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, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right 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. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

#### **Sec. 18. Conflicts of Interest.**

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

#### **Sec. 19. Conflict of Interest - Certification.**

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

#### **Sec. 20. 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 Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

#### **Sec. 21. Independent Contractor.**

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

#### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional 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). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 23. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional 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 Design Professional an exemption.

**Sec. 24. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional 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. 25. 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. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Sec. 26. Non-Discrimination in Employment.** Design Professional 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. Design Professional shall not engage in any discrimination as prohibited

by Chapter 3 of the City Code.

**Sec. 27. Ban the Box in Hiring and Promotion.** Pursuant to Section 38-104, City Code Ordinances, Design Professional 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.

Notwithstanding, Design Professional 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.

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.

**Sec. 28. Affirmative Action.**

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 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, Design Professional 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. Design Professional 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 38 of City's Code. CONTRACTOR shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional 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 Design Professional'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, Design Professional does not possess a current certification of compliance, Design Professional 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, Design Professional 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. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 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 Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

**Sec. 29. Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional 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), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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**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,





## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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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

## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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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.