



**PROFESSIONAL, SERVICES CONTRACT
CONTRACT NO. 6220070042**

AVIATION DEPARTMENT

THIS CONTRACT is dated this _____ day of _____, 2021, between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and BURNS & MCDONNELL ENGINEERING COMPANY (Contractor), whereby Contractor shall provide environmental services to the City in accordance with the terms and conditions contained in this contract.

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

- A. City will pay Contractor under this Contract as specified in **Attachment 2, Compensation** and any addenda thereto attached hereto and incorporated into this Contract up to a maximum of \$500,000.
- B. Contractor will bill the City monthly, in a form acceptable to the City.
- 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 the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent Audit Report CONTRACTOR has submitted to the CITY's Human Relations Department through the B2G on-line reporting system.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 2. Responsibilities of Contractor. Contractor shall perform the work and supply the services specified in **Attachment 1, Scope of Services** and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration (“TSA”) Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), *TSA Security Guidelines for General Aviation Airports*, and Aviation Department *Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport*, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation (“TSR”), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

Sec. 4. Additional Services. The City has the option, by the Director of Aviation, to obtain, during the term of this Contract, additional service of the kind to be performed hereunder at the same rates specified in **Attachment 2, Compensation**, incorporated herein, and under all other terms and conditions specified in this Contract.

Sec. 5. Term of Contract. This Contract shall begin on May 1, 2021 and shall end on April 30, 2025.

- A. The Director is authorized to enter into an amendment to extend the term of this Contract for a one-year renewal period.

Sec. 6. Notices. All notices required by this Contract shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

Pat Klein
Director of Aviation
Kansas City Aviation Department

601 Brasilia Avenue
Kansas City, MO 64153
816-243-3020
816-243-3070 Fax
pat.klein@kcmo.org

Grant Smith
Principal
Burns & McDonnell Engineering
Company

9400 Ward Parkway
Kansas City, MO 64114
816-822-3223

gsmith@burnsmcd.com

All notices are effective on the date mailed or deposited with courier.

Sec. 6. 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. If M/WBE participation goals have been set for this Contract, 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 attached as **Attachment 5**. 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 Human Relations Division, 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.

Sec. 7. 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 and Part III, Supplemental Terms and Conditions to all Airport Agreements. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 8. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II and the Supplemental Terms and Conditions to all Airport Agreements of Part III of this Contract, Part I will be controlling.

Sec. 9. Attachments to Part I. The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment 1 - Scope of Services
- Attachment 2 - Compensation
- Attachment 3 - City Licensed Geographical Information System Data
- Attachment 4 - Certificate That Contractor Is Not Excluded From State or Federal Projects
- Attachment 5 - Approved Contractor Utilization Plan
- Attachment 6 - Request for Modification/Substitution
- Attachment 7 - Contractor Affidavit for Final Payment
- Attachment 8 - Subcontractor Affidavit for Final Payment
- Attachment 9 - Certificate of Insurance
- Attachment 10 - Authorization To Release Revenue Clearance Letter
- Attachment 11 - Airport Security Control Procedures
- Attachment 12 - KCAD Vehicle Inspection and Safety Program
- Attachment 13 - Computer-Aided Design/Drafting (CADD) Standards
- Attachment 14 - Electronic Format Requirements
- Attachment 15 - Employee Eligibility Verification Affidavit
- Attachment 16 - Subcontractor List

Sec. 10. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works (“copyrightable works”) conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 11. Effectiveness Date. This contract will become effective when the City’s Director of Finance has signed it. The date this contract is signed by the City’s Director of Finance will be deemed the date of this contract.

Each party is signing this contract on the date stated opposite the party’s signature.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

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

BURNS & MCDONNELL ENGINEERING CO.

Date: _____
By: _____
Name: _____
Title: _____

KANSAS CITY, MISSOURI

Date: _____
By: _____
Pat Klein
Director of Aviation

Approved as to Form

Assistant City Attorney

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

Director of Finance

PART I
ATTACHMENT 1, SCOPE OF SERVICES

Environmental Services at the Overhaul Base at Kansas City International Airport

A. Hazardous Waste Permit. Conduct annual groundwater monitoring to satisfy the requirements of the Base's Hazardous Waste Post-Closure Permit. The groundwater monitoring activities include measurement of fluid levels from 127 monitoring wells in the existing well network. Groundwater samples are collected from 58 of the monitoring wells. Additionally, surface water samples are collected from four locations at the Site. All water samples are submitted for laboratory analysis of volatile organic compounds (VOCs); six of the samples are analyzed for total metals; and fourteen samples are analyzed for total lead. Additional activities completed during the monitoring event include inspection of monitoring wells and making necessary repairs and inspection of two landfill caps at the Site. Results of the groundwater monitoring event, including fluid level data, laboratory analytical results, and well and landfill cap inspection information, are summarized in the annual monitoring report.

B. Spill Prevention Control and Countermeasures (SPCC) Plan and Storm Water Pollution Prevention Plan (SWPP) Updating. Updates the Base and CUP SPCC and SWPP plans when Facility oil or outdoor material storage/operations change and trigger a technical modification to the plans. During a Plan update, a qualified environmental professional will travel to the Base to visually review operations, outdoor material storage and activity, oil storage and transfer areas, secondary containment areas, and storm water drainage patterns. Particular emphasis is placed on modifications related to oil storage, material storage and outdoor industrial activities that have been removed or modified since the last plan updates. The plans are updated in accordance with 40 CFR 112 and State Operating permit regulations. Annual SPCC and SWPPP training is also provided to Base Facility Operations personnel involved with oil/chemical handling and SPCC/SWPP site inspections.

C. Air Compliance Assistance. The following air compliance assistance is provided for the Base and CUP. Air permit renewals (every 5 years-next renewal in 2021). Maintain 12-month emission rolling logs. Complete Annual Compliance Certifications. Complete Emission Inventory Questionnaires (EIQs).

D. Hazardous Materials/Tier II Reporting. The following Hazardous Materials/Tier II compliance assistance is provided for the Base and CUP. Complete and submit Annual Tier II Reports for Hazardous Materials Storage. Conduct quarterly site inspections for proper container labeling, recordkeeping, and storage protocols.

F. Other. Any and all other duties as assigned within the general scope of environmental services as outlined in the contract.

Central Utility Plant (CUP) Operations Support at the Overhaul Base at Kansas City International Airport

- A. Operational support as requested by KCAD personnel.
- B. The support for KCAD staff must be available by phone, text or email 365/24/7.
- C. Subject to the authorization by the City's project manager, Contractor shall provide design and construction management services for the corrective maintenance items for the CUP, and associated utility distribution systems. Services to be provided may include:
 - a. Design maintenance repairs and prepare design sketches illustrating the work.
 - b. Prepare specification information for maintenance contractors. Work order documents will not be a full set of construction bid documents.
 - c. Prepare estimate for work order.
 - d. Issue work orders to maintenance contractors for pricing.
 - e. Review work order pricing and approve in concurrence with City's project manager.
 - f. Provide construction observation services as required based on the complexity of the work orders.
 - g. Confirm completion of the work orders in accordance with the work order authorization.
- D. In addition to the foregoing services, the Contractor shall perform such other services as shall be specified by the Director of Aviation, or his designee, and agreed to by the Contractor.

PART I
ATTACHMENT 2, COMPENSATION

The contract will be paid on a task based basis. Prior to work being performed under this contact, contractor will present documentation of the need for the task to be completed to the Director of Aviation or his designee for approval. After approval has been received, then the contractor shall perform the work outlined.

The City will pay the Contractor for the services performed under Attachment 1, Scope of Services. Below are the projected budget for each scope of work item and the hourly rates for key personnel that will be implementing the scope of work. The term of the contact is for 4 years. The maximum compensation for this contract is \$500,000 (\$400,000 – Environmental Services, \$100,000 – CUP Support Services).

Environmental Services - Scope of Work Items		Proposed Budget
1	Groundwater Monitoring (Hazardous Waste Permit)	\$75,500
2	Spill Prevention Control and Countermeasures (SPCC) and Storm Water Pollution Prevention Plan (SWPPP) Updating/Training	\$5,500
3	Air Compliance Support	\$8,500
4	Hazardous Materials/Tier II Reporting	\$7,500
Total		\$97,000

Central Utility Plant Operations Support Services – Scope of Work Items		Proposed Budget
1	Operational Support	As Requested
2	Support of KCAD staff availability	As Requested
3	Design and construction management services for the corrective maintenance items for the CUP and associated utility distribution systems	As Requested
4	Other services	As Requested
Total		TBD



Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$66.00
Technician *	6	\$84.00
Assistant *	7	\$101.00
	8	\$136.00
	9	\$162.00
Staff *	10	\$187.00
	11	\$206.00
Senior	12	\$228.00
	13	\$249.00
Associate	14	\$262.00
	15	\$264.00
	16	\$266.00
	17	\$268.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the level 17 rate plus 25 percent.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2021 and are subject to revision thereafter.

ATTACHMENT 3

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the licensed materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670 RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

ATTACHMENT 4
CERTIFICATION THAT CONTRACTOR IS NOT EXCLUDED
FROM STATE OR FEDERAL PROGRAMS

(This Certification MUST be notarized.)

The undersigned, an authorized representative of the Contractor, hereby warrants, represents and certified that the following statements are correct:

1. That the undersigned has the authority to execute this Certification on behalf of the Contractor; and
2. That the Contractor has not been rescinded or debarred from any Bidding, Contractual, Procurement and/or Non-procurement Programs or other such programs with the United States Government as identified by the U.S. General Services Administration Office of Acquisition Policy; and
3. That the Contractor has not been similarly rescinded or debarred from any bidding, contractual, procurement or other such programs of the State of Missouri.

The undersigned understands that these representations go to the essence of this bid and proposal and of any resulting contract, and that false statements with regard to, or actions in violation of, these representations at any time during the bidding process or performance of any other resulting contract, may constitute grounds for disqualification of any bid or proposal or termination of any contract.

CONTRACTOR

Name and address of CONTRACTOR

Signature

Printed Name

Title

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission expires: _____

**ATTACHMENT 5
APPROVED CONTRACTOR UTILIZATION PLAN**

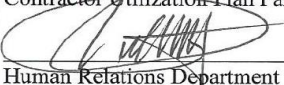


HRD Contractor Utilization Plan Approval

Date: January 28, 2021
 To: Itzel Galarza, Human Relations Department
 From: Kevin D. Wells, Aviation Department
 Pete Fullerton, Properties & Commercial Development – Aviation Department
 Mike Waller, Senior Planner – Aviation Department
 Subject: Project No. 6220070042 – Environmental and Engineering Services for the Overhaul Base at KCI Airport

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹	<input type="checkbox"/> Tenant MBE/WBE	<input type="checkbox"/> Tenant DBE ¹
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant #			
Contract	<input type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair	<input type="checkbox"/> Lease	
Category:	<input type="checkbox"/> Design Professional	<input checked="" type="checkbox"/> Professional Services	<input type="checkbox"/> Concession	<input type="checkbox"/> Tenant	
Bid/Proposal Closing Date: 12/22/2020			No. of Bidders/Proposers: 2		
Recommended Bid/Proposal²: \$500,000					
Company: Burns and McDonnell Engineering Company, Inc.			Address: 9400 Ward Parkway, Kansas City, MO 54114		
Contact: Grant Smith			Phone: 816.822.3223		
Contact Email: gsmith@burnsmcd.com			Fax: 816.822.3463		
Additional Information:					

cc: Pete Fullerton, Properties & Commercial Development
 Jade Liska

<small>FOR HUMAN RELATIONS DEPARTMENT USE ONLY</small>	
The attached Contractor Utilization Plan is:	The Request for Best Faith Efforts Waiver is:
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>15</u> % MBE <u>10</u> % WBE	
 Human Relations Department	Date <u>02/18/21</u>

<small>FOR GRANTING AGENCY USE ONLY³</small>	<input checked="" type="checkbox"/> N/A
Approved by: _____	_____
	Date

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.



HRD Contractor Utilization Plan Approval

Date: January 28, 2021

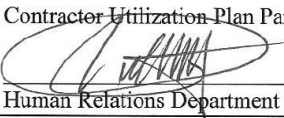
To: Itzel Galarza, Human Relations Department

From: Kevin D. Wells, Aviation Department
 Pete Fullerton, Properties & Commercial Development – Aviation Department
 Mike Waller, Senior Planner – Aviation Department

Subject: Project No. 6220070042 – Environmental and Engineering Services for the Overhaul Base at KCI Airport

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹	<input type="checkbox"/> Tenant MBE/WBE	<input type="checkbox"/> Tenant DBE ¹
	<input type="checkbox"/> Other: <input type="checkbox"/> Grant #				
Contract	<input type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair	<input type="checkbox"/> Lease	
Category:	<input type="checkbox"/> Design Professional	<input checked="" type="checkbox"/> Professional Services	<input type="checkbox"/> Concession	<input type="checkbox"/> Tenant	
Bid/Proposal Closing Date: 12/22/2020			No. of Bidders/Proposers: 2		
Recommended Bid/Proposal²: \$500,000					
Company: Burns and McDonnell Engineering Company, Inc.			Address: 9400 Ward Parkway, Kansas City, MO 54114		
Contact: Grant Smith			Phone: 816.822.3223		
Contact Email: gsmith@burnsmcd.com			Fax: 816.822.3463		
Additional Information:					

cc: Pete Fullerton, Properties & Commercial Development
 Jade Liska

<small>FOR HUMAN RELATIONS DEPARTMENT USE ONLY</small>	
The attached Contractor Utilization Plan is:	The Request for Best Faith Efforts Waiver is:
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>15</u> % MBE <u>10</u> % WBE	
 Human Relations Department	<u>02/08/21</u> Date

<small>FOR GRANTING AGENCY USE ONLY³</small>	<input checked="" type="checkbox"/> N/A
Approved by: _____	_____
	Date

¹ DBE Programs apply to specific federal or state grant requirements.
² The dollar figure here should match the approved Bid/Proposal recommendation on file with the requesting department.
³ Federal and state grant agreements may require granting agency approval of contract goals.
 HRD Form 2 Utilization Plan Approval 050113



HRD Contractor Utilization Plan Approval

Date: January 28, 2021

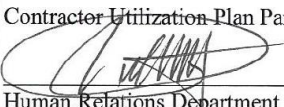
To: Itzel Galarza, Human Relations Department

From: Kevin D. Wells, Aviation Department
 Pete Fullerton, Properties & Commercial Development – Aviation Department
 Mike Waller, Senior Planner – Aviation Department

Subject: Project No. 6220070042 – Environmental and Engineering Services for the Overhaul Base at KCI Airport

Funding: <input checked="" type="checkbox"/> City (MBE/WBE) <input type="checkbox"/> Federal (DBE) ¹ <input type="checkbox"/> State (DBE) ¹ <input type="checkbox"/> Tenant MBE/WBE <input type="checkbox"/> Tenant DBE ¹ <input type="checkbox"/> Other: <input type="checkbox"/> Grant #					
Contract <input type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input type="checkbox"/> Lease		Category: <input type="checkbox"/> Design Professional <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Tenant			
Bid/Proposal Closing Date: 12/22/2020			No. of Bidders/Proposers: 2		
Recommended Bid/Proposal²: \$500,000					
Company: Burns and McDonnell Engineering Company, Inc. Contact: Grant Smith Contact Email: gsmith@burnsmcd.com			Address: 9400 Ward Parkway, Kansas City, MO 54114 Phone: 816.822.3223 Fax: 816.822.3463		
Additional Information: 					

cc: Pete Fullerton, Properties & Commercial Development
 Jade Liska

FOR HUMAN RELATIONS DEPARTMENT USE ONLY The attached Contractor Utilization Plan is:		The Request for Best Faith Efforts Waiver is:
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: <u>15</u> % MBE <u>10</u> % WBE		
 Human Relations Department		<u>02/18/21</u> Date

FOR GRANTING AGENCY USE ONLY³ <input checked="" type="checkbox"/> N/A
Approved by: _____ _____ Date

¹ DBE Programs apply to specific federal or state grant requirements.
² The dollar figure here should match the approved Bid/Proposal recommendation on file with the requesting department.
³ Federal and state grant agreements may require granting agency approval of contract goals.
 HRD Form 2 Utilization Plan Approval 050113



ATTACHMENT 7

LETTER OF INTENT TO SUBCONTRACT

Project Number: 6220070042

Project Title: Environmental and Engineering Services for the Overhaul Base at Kansas City International Airport

Burns & McDonnell Engineering Co., Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, LLC (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

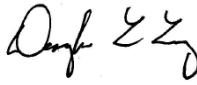
(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Survey, Scanning and 3D Modeling, including LiDAR

for an estimated amount of \$ 25,000 or 5 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations 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.




 Signature: Prime Contractor

 Douglas L Lenz

 Print Name

 Airport Projects Director 1/27/2021

 Title Date



 Signature: M/W/DBE Subcontractor

 Kimberly Robinett

 Print Name

 Managing Partner/CEO 1/27/21

 Title Date



ATTACHMENT 7

LETTER OF INTENT TO SUBCONTRACT

Project Number: 6220070042

Project Title: Environmental and Engineering Services for the Overhaul Base at Kansas City International Airport

Burns & McDonnell ("Prime Contractor") agrees to enter into a contractual agreement with Environmental Advisors and Engineers, Inc (WBE) ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Environmental – Collection of environmental field samples; provide QA/QC services and update of SPCC Plans as needed.

for an estimated amount of \$ 25,000 or 5 % of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations 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.

Signature: Prime Contractor
Douglas L Lenz
Print Name
Airport Projects Director 1/27/2021
Title Date

Signature: M/W/DBE Subcontractor
Jill R. Biesma
Print Name
President 01/20/2021
Title Date



ATTACHMENT 6

REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD to request substitutions for a DBE listed in the Contractor Utilization Plan or for modification of the amount of DBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

BIDDER/PROPOSER/CONTRACTOR: _____
ADDRESS: _____
PROJECT NUMBER OR TITLE: _____
AMENDMENT/CHANGE ORDER NO: (if applicable) _____

PROJECT GOALS: 15 % MBE 10 % WBE
BIDDER/PROPOSER PARTICIPATION: 15 % MBE 10 % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. A substitution of the certified DBE firm _____,
(Name of new firm)
to perform _____,
(Scope of work to be performed by new firm)

for the DBE firm _____ which is currently
(Name of old firm)
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to perform the following scope of work: _____.
(Scope of work of old firm)

b. A modification of the amount of DBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

 % DBE *(Fill in % of DBE Participation currently listed on Contractor Utilization Plan)*

TO

 % DBE *(Fill in New % of DBE Participation requested for Contractor Utilization Plan)*

c. Attach 00460 Letter of Intent to Subcontract letter for each new DBE to be added.

d. Attach a copy of the most recent 00485.01 DBE Monthly Utilization Report.

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

___The DBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___The DBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___The DBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___The DBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

___Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the DBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified DBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: _____
(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

(Do Not Write in This Space: Human Relations Manager Use Only)

_____ Approved _____ Disapproved

Aviation Department Human Relations Manager



ATTACHMENT 7

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: _____

Project Title: _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)
age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on **Project No. ___ - ___.**
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
- 3 (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
 Address _____
 Telephone Number (_____) _____
 IRS Number _____
 Area/Scope*of Work _____
 Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
 Address _____
 Telephone Number (_____) _____
 IRS Number _____
 Area/Scope*of Work _____
 Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form.

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 (a) 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 (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are 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 \$160,000.00, 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



KANSAS CITY
MISSOURI
STATE OF MISSOURI)

ATTACHMENT 8
SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____
Project Title _____

) 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: _____

1. 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: _____

Email: _____

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

ATTACHMENT 9

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURED CONTRACTOR NAME AND ADDRESS	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : ABC INSURANCE COMPANY INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	POLICY NUMBER	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STAT-L-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	Limit; Deductible Limit; Deductible Limit; Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project No. _____ [Title]. Certholder (City) and _____ (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER City of Kansas City, Missouri _____ [Department] _____ [Address] Kansas City, MO _____ [Zip]	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**ATTACHMENT 10
AUTHORIZATION TO RELEASE
A
REVENUE CLEARANCE LETTER**

Revenue Division
414 East 12th Street, 2nd floor, Room 202 W
Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1264 email: revenue@kcmo.org

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of Taxpayer: _____ Tax I.D.# _____
(PRINT)

Address: _____

Check this box and the City will send the Clearance Letter to you or the contractor designated.

I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME (PRINT)	BUSINESS NAME	TITLE
ADDRESS	CITY, STATE, ZIP CODE	
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments and to publish on the City's internet/intranet website that the Taxpayer is in compliance with the tax ordinances administered by the City's Commissioner of Revenue.

Please send my 1st Revenue Clearance Letter to: _____
(Print Name of City Department/Contact Person/E-mail/Fax Number)

This authorization shall expire one (1) year from the date of the signature.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization and hold harmless agreement on behalf of the Taxpayer.

NAME (PRINT)	TITLE (IF APPLICABLE)	
SIGNATURE	PHONE NUMBER	DATE

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

ATTACHMENT 11

01150 - AIRPORT SECURITY CONTROL PROCEDURES

KANSAS CITY INTERNATIONAL AIRPORT (KCI)

Term Definitions

Air Operations Area (AOA) means a portion of an airport, specified in the airport security program, in which security measures specified in Transportation Security Regulations (TSR) Part 1542 are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, for use by aircraft regulated under TSR Part 1544 or 1546, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the Secured Area.

Aircraft Operator means a person who uses, causes to be used, or authorizes to be used an aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of aircraft, or on any part of the surface of an airport. In specific parts or sections, "aircraft operator" is used to refer to specific types of operators as described in those parts or sections.

Airport Operator means a person that operates an airport serving an aircraft operator or a foreign air carrier required to have a security program under TSR Part 1544 or 1546.

Airport Security Program means a security program approved by TSA under TSR 1542.101.

Airport Tenant means any person, other than an aircraft operator or foreign air carrier that has a security program under TSR Part 1544 or 1546 that has an agreement with the airport operator to conduct business on airport property.

Airport Tenant Security Program means the agreement between the airport operator and an airport tenant that specifies the measures by which the tenant will perform security functions, which is approved by TSA under 152.113.

Cargo means property tendered for air transportation accounted for on an air waybill. All accompanied commercial courier consignments, whether or not accounted for on an air waybill, are also classified as cargo. Aircraft operator security programs further define the term "cargo".

Checked baggage means property tendered by or on behalf of a passenger and accepted by an aircraft operator for transport, which is inaccessible to passengers during flight. Accompanied commercial courier consignments are not classified as checked baggage.

Escort means to accompany or maintain constant visual contact with an individual who does not have unescorted access authority into or within a Secured Area or SIDA.

Exclusive area means any portion of a Secured Area, AOA or SIDA, including individual access points, for which an aircraft operator or foreign air carrier that has a security program under TSR Part 1544 or 1546, has assumed responsibility under TSR Part 1542.111 of said chapter.

Exclusive area agreement means an agreement between the airport operator and an aircraft operator or a foreign air carrier that has a security program under TSR Parts 1544 or 1546 that permits such an aircraft operator or foreign air carrier to assume responsibility for specified security measures in accordance with TSR Part 1542.111 of said chapter.

FAA means Federal Aviation Administration.

Screening function means the inspection of individuals and property for weapons, explosives, and incendiaries.

Screening location means each site at which individuals are inspected for the presence of weapons, explosives, and incendiaries.

Secured area means a portion of an airport, specified in the airport security program, in which certain security measures specified in TSR Part 1542 are carried out. This area is where aircraft operators and foreign air carriers that have a security program under TSR Part 1544 or 1546

enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

Security Identification Display Area (SIDA) means a portion of an airport, specified in the airport security program, in which security measures specified in TSR Part 1542 are carried out. This area includes the Secured Area and may include other areas of the airport.

Sterile area means a portion of an airport defined in the airport security program that provides passengers access to boarding aircraft and to which the access generally is controlled by TSA or by an aircraft operator under TSR Part 1544 or a foreign air carrier under TSR Part 1546, through the screening of persons and property.

Transportation Security Administration (TSA) means the Transportation Security Administration.

Transportation Security Regulation TSRs (TSR) means the regulations issued by the Transportation Security Administration, in Title 49 Code of Federal Regulations, Chapter XII, which includes parts 1500 through 1699.

Unescorted access authority means the authority granted by an airport operator, aircraft operator, foreign air carrier, or airport tenant authorized under TSR Part 1542, 1544, or 1546, to individuals to gain entry to, and be present without an escort in, Secured Areas and SIDA's of airports.

AIRPORT SECURITY RESPONSIBILITIES

A. Tenant / Contractor Responsibility

All Airport Tenants and KCI Airport Contractors – Each tenant / contractor and employees are responsible for challenging unidentified persons and/or ground vehicles which are not displaying proper signage or identification medium in their respective areas, and promptly reporting such incidents to the Airport Police in accordance with the procedures in the KCI Airport Security Program.

Each tenant should immediately notify the Airport Operator when security-related facilities and equipment within their areas are malfunctioning or no longer adequate to perform the control function for which it was intended.

B. Individual Responsibility

Under the provisions of TSR 1540.101, individuals will be held accountable for all security violations described in TSR 1540.103, 1540.105 and the KCI 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 Part 1540 or the KCI Airport Security Program.

No person may enter or be present within, a Secured Area, AOA, 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 1542, 1544, 1546 or the KCI Airport Security Program.

KCI will provide information regarding individual responsibilities to each employee granted unescorted access authority to the Secured Area, SIDA, and/or AOA.

(Attachment 1)

C. Falsification

No person may make, or cause to be made any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium, or any amendment thereto, under TSR Part 1540 and the KCI Airport Security Program. No person may make, or cause to be made any fraudulent or intentionally false entry in any record or report that is kept, made, or used to show compliance or exercise any privileges under TSR Part 1540 or the KCI Airport Security Program. No person may make, or cause to be made any reproduction or alteration, for fraudulent purpose, of any report, record, security program, access medium, or identification medium under TSR Part 1540 and the KCI Airport Security Program.

All suspected or known violations listed above will be reported to the airport ASC as soon as possible. The ASC may notify the TSA for possible enforcement action.

AIRPORT SECURITY OPERATIONS

General – Through systems, measures, and procedures contained in the KCI Airport Security Program, KCI will ensure all of the Secured Area and AOA of the airport have adequate access control under the provisions of TSR Part 1542.207(b) and provide an overall level of security equal to the performance standards of TSR Part 1542.207(a). Access control for the Secured Area and AOA is a combination of either automated access for designated vehicle post gates, lock and chain for tenant and perimeter post gates or computerized Access Control System, lock and key for doors as described in the KCI Airport Security Program.

A. Secured Areas

Description – The Secured Area at KCI is where aircraft operators and foreign air carriers that have a security program under TSR Part 1542 or 1544 enplane and deplane passengers, sort and load baggage, and includes any adjacent areas that are not separated by adequate security systems, measures, or procedures. Boundaries of the Secured Area are recognized by fences/walls, buildings, controlled access points, CCTV (vehicle access points), pavement markings and warning signs. The boundaries of the Secured Area at KCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to the terminal buildings, and then extend out to where the active taxiways begin. The Secured Area also includes all areas beyond the access points controlled under TSR Part 1542.207(b) including all baggage make-up areas and other areas identified in the Airport Security Program.

Access Control System

The computerized system, badging, and control monitoring process is operated by the Airport Identification Office and located in the Airport Police Building. Airport Police Customer Service Representatives are trained to operate the computer terminals and have the capability to delete the access authorization of any individual upon proper verification of a report of a lost or stolen badge or employee termination or change of authorization.

The system is a computer driven, software controlled, access system utilizing an encoded prox-type airport-issued identification/access badge to prevent unauthorized access through vehicle post gates leading to the Secured Area. Access is either denied or granted in accordance with criteria residing within the computer software. The system controls vehicle post gates with direct access to the Secured Area as well as other access points to portions of the AOA. Upon entering and exiting the post gate, all vehicles must stop and wait upon immediately passing through the gate to ensure the post gate is closed before proceeding and to preclude "tailgating" and/or unauthorized entry.

The access system identifies an encoded airport-issued identification/access badge when proxed at the card reader at vehicle post gate access points. The system is designed to allow access for one vehicle or connected train of vehicles at a time. The operation of the sliding gates involves the movement back and forth across the entrance. The sliding gate movement is no less than one foot per second, and closes in 15 seconds. An airport-issued identification/access badge must be proxed at the card reader for each vehicle.

KCI uses a special series of restricted keys and blank keys designed by the Best Lock Company. The keys and blank keys are not available to the public and are

stamped with the statement “Duplication Prohibited”. Locks and keys for access points, except those controlled by tenants for their leaseholds, are controlled by the Aviation Department. The Aviation Department’s designated locksmith is charged with maintaining possession of all blank keys and padlocks, along with preparing them for use. The locksmith will cut keys as required and stamp them with a control number and an individual serial number. The control number identifies the lock or padlock they operate. The serial number is an individual key identification and identifies to whom the key was 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 American Airlines Aircraft Maintenance and Engineering Base.

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.
- 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 TSR 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

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 (TSR 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 TSR 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 her 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.

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 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 Immigration and Naturalization Service).
- 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).
- \$29 – fingerprints taken for TSA screeners.

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.

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.
- 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 1st day of the month. Each company is instructed, by an accompanying letter, to return the Active Badge Report no later than the 15th 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 TSR Part 1542.213.

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

Under the provisions of 49 CFR 1540.101, individuals shall be held responsible and personally accountable for all security violations described in 49 CFR 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 49 CFR 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 49 CFR 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.
- Firearms/weapons are PROHIBITED in the Secured Area, AOA, and SIDA unless authorized for official business.
- 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

Employee Telephone Number

Employer

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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Attachment 2

MCI AVIATION DEPARTMENT
SECURED AREA & STERILE AREA ACCESS KEY REQUEST
(KEY CUSTODIANS)

KEYMARK # _____ COMPANY _____

ID BADGE # _____ SSN _____

Control of a key is as significant as the control of the KCI Airport Identification / Access badge. Loss of a key compromises the security of the airport. Lost keys MUST be reported to Airport Police at 243-5219 Immediately.

Signature of Individual Requesting Key _____ Date _____

Signature of Authorized Signatory / Key Custodian _____ Date _____

FOR AIRPORT ID OFFICE USE ONLY

Keymark # _____

Number of Keys Issued _____

From Key Serial # _____ To Key Serial # _____

Key Returned

Keymark # _____ Date _____

From Key Serial # _____ To Key Serial # _____

Signature of Individual Returning Keys _____

Signature of ID Office Customer Service Representative Accepting Keys _____

TSA APPROVED

DATE SEP 20 2012

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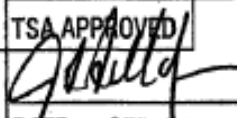
SECURED AREA & STERILE AREA ACCESS KEY ISSUE LOG
 Kansas City International Airport (MCI)

(Please Print)

TENANT / AGENCY _____ KEYMARK # _____

KEY CUSTODIAN _____ DATE _____

[REDACTED]				

TSA APPROVED

 DATE SEP 20 2012

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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 _____

Rev.7/13/2006

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Attachment 5

AOA 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

Attachment 6

Rev. 8/1/04

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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 _____

Rev. 6/1/04

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Attachment 7

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

SENSITIVE SECURITY INFORMATION/FOR OFFICIAL USE ONLY WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR Part 1520. No part of this document may be released to persons without a need to know, as defined in 49 CFR 1520, except with the written permission of the Administrator of the Transportation Security Administration, Arlington, VA. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public release is governed by 5 U.S.C.552.

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.) (Please refer to Attachment 10 Handout - NCIC 2-Character Abbreviations for complete listing.)

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.) (Please refer to Attachment 10 Handout - NCIC 2-Character Abbreviations for complete listing.)

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

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 Form N-550 or N-570, (9 digits) Appears on right side of the document.

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 159-XXXXXXX.)

SENSITIVE SECURITY INFORMATION / FOR OFFICIAL USE ONLY WARNING. This document contains Sensitive Security Information that is controlled under 49 CFR Part 1520. No part of this document may be released to persons without a need to know, as defined in 49 CFR 1525, except with the written permission of the Administrator of the Transportation Security Administration, Arlington, VA. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public release is governed by 5 U.S.C. 552.

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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
	AOA, Secured Area, SIDA (Unescorted access to Secured Area and AOA.)	Blue
	AOA, Secured Area, SIDA, Sterile Area (Unescorted access to Secured Area, AOA, & Sterile Area.)	Blue Sterile
	AOA, SIDA (Unescorted access to SIDA – cargo ramps, Post Office ramp, General Aviation ramp.)	Green
	Sterile Area (Unescorted access to Sterile Areas.)	Violet
	Public Areas (No access to Secured Area, SIDA, AOA, or Sterile Area.)	White
	Airport Police Staff Only (ACC, TCO'S, ID Office, Taxi, Uniguard (contract Security).)	Gray
	Secured Area, SIDA (Unescorted access to Secured Area.)	Yellow
	Secured Area, Sterile Area (Unescorted access to Secured Area and Sterile Area.)	Yellow Sterile
	Overhaul Base Only	Red

Check All That Apply	Additional Authorities
	Armed Law Enforcement (includes unescorted access in a sterile area)
	Contractor
	AOA Non-Movement Driver* (Valid Driver's License Required)
	AOA Movement Driver* (Valid Driver's License Required)
*Driver's License # _____	State: _____ Expiration: _____
	Authorized to Escort (based on operational need, job duties, history of any local security violations) "E"
	Authorized to inspect (Concessionaires) "I"
	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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 Revised: Dec 2019

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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, Intelligence and Analysis (IA), Attention: Aviation Programs (TSA-10)/Aviation Worker Program, 601 South 12th 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 **\$100 charge for each badge not returned and a \$ 50 charge for an expired or lost badge.** 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 \$110 deposit is required for each contractor badge prior to obtaining the badge at the Airport ID Office. **The \$110 deposit will be withheld for all contractor badges not returned, expired, or lost. If a contractor badge is lost or stolen, a \$110 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

--	--	--	--	--	--	--	--	--	--

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, 5103a, 40103(b) (3), 40113, 44903, 44935-44936, 44939 and 46105; the implementing Recommendations of the 9/11 Commission Act of 2007, § 1520 (121 Stat. 444, Public Law 110-53, August 3, 2007); FAA Reauthorization Act of 2018, § 1934(c) (132 Stat. 3186, Public law 115-254, Oct 5, 2018), and Executive Order 9397(November 22, 1943), 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 US-VISIT Automated Biometrics Identification System (IDENT). DHS may provide your name and SSN to the Social Security Administration (SSA) to compare that information against SSA 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 5 U.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: Pursuant to § 1934(c) of the FAA Reauthorization Act of 2018, TSA is required to collect your SSN on applications for Secure Identification Display Area (SIDA) credentials. For SIDA applications, failure to provide this information may result in denial of a credential. For other aviation credentials, although furnishing your SSN is voluntary, if you do not provide the 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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SCREENING NOTICE:

Any employee holding a credential granting access to a Security Identification Display Area may be screened at any time while gaining access to, working in, or leaving a Security Identification Display Area. All Badged employees working at MCI will be enrolled into the FBI RAPBACK program.

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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Revised: Dec 2019

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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.

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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 Sunday through Saturday from 12:00p.m. to 8:00p.m. 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.**

Revised March 2018

Page 2 of 2

**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.

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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 Sunday through Saturday from 12:00p.m. to 8:00p.m.

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 (MMDDYY).

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.**

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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	LIST B Documents that Establish Identity	LIST C Documents that Establish Employment Authorization
OR		AND
1. U.S. Passport or U.S. Passport Card	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form	4. Voter's registration card	
	5. U.S. Military card or draft record	5. Native American tribal document
	6. Military dependent's ID card	
	7. U.S. Coast Guard Merchant Mariner Card	
	8. Native American tribal document	6. U.S. Citizen ID Card (Form I-197)
9. Driver's license issued by a Canadian government authority		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	For persons under age 18 who are unable to present a document listed above:	7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
	10. School record or report card	8. Employment authorization document issued by the Department of Homeland Security
	11. Clinic, doctor, or hospital record	
	12. Day-care or nursery school record	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

NCIC 2-Character Abbreviations
for
Place of Birth Country / Citizenship Code Country / Passport Country

Code:	Description:	Code:	Description:	Code:	Description:	Code:	Description:
AA	Albania	CC	Cuba	EU	Ecuador	IE [2]	Ireland
AB	Alberta	CD [1]	Canada	EY	Egypt	II	India
AD	Andorra	CE	Campeche	EZ	Czech Republic	IL	Illinois
AE	Anguilla	CF	Chad	FA	Falkland Islands	IM	Madeira Islands
AF	Afghanistan	CG	Caroline Islands	FC	Fond du Lac	IN	Indiana
AG	Aguascalientes	CH	Chihuahua	FD	Finland	IO	Indonesia
AH	Ashmore & Carter Islands	CI	Chiapas	FG	French Guiana	IQ	Iraq
AI	Antigua & Barbuda	CJ	Cambodia	FJ	Fiji	IR	Iran
AJ	Aruba	CL	Colima	FL	Florida	IS	Israel
AK	Alaska	CM	Cameroon	FN	France	IT	Italy
AL	Alabama	CO	Colorado	FO	Faroe Islands	IU	Niue
AM	American Samoa	CP	Cayman Islands	FP	French Polynesia	IW	Iowa Tribe
AN	Algeria	CQ	Chile	FR	French Southern & Antarctic Lands	IX	Menominee
AO	Angola	CR	Costa Rica	FS	Federated States of Micronesia	IY	Cote d'Ivoire (Ivory Coast)
AP	Armenia	CS	Cyprus	FX	Sac & Fox	JA	Japan
AQ	Azores Islands	CT	Connecticut	GA	Georgia	JE	Jersey
AR	Arkansas	CU	Coahuila	GB	Gabon	JI	Johnston Island
AS	Australia	CV	Cape Verde Islands	GC	Greece	JL	Jalisco
AT	Argentina	CW	Central African Republic	GD	Georgia	JM	Jamaica
AU	Austria	CY	Ceylon (Now Sri Lanka)	GE	Germany	JN	Jan Mayen
AV	Azerbaijan	CZ	Canal Zone	GF	Guernsey	JO	Jordan
AX	Apache Tribe	DA	Cheyenne & Arapaho Tribes	GG	Ghana	JR	Jarvis Island
AZ	Arizona	DB	Clipperton Island	GI	Guinea	JU	Juan de Nova Island
BA	Baja California (Northern Section)	DC	District of Columbia	GJ	Grenada	KB	Gilbert Islands (Now Kiribati)
BB	Barbados	DD	Cocos Islands	GK	Gambia, The	KC	Croatia
BC	British Columbia	DE	Delaware	GM	Guam	KE	Kenya
BD	Bahamas, The	DF	Distrito Federal (Mexico, D.F.)	GN	Greenland	KH	Manahiki Island
BE	Bahrain/Bahrein	DG	Comoros (or Comoro Islands)	GO	Glorioso Islands	KI	Kingman Reef
BF	Bassas Da India	DH	Benin (formerly Dahomey)	GP	Guadeloupe	KK	Kickapoo Tribe
BG	Belgium	DI	Cook Islands	GR	Guerrero	KN	North Korea
BH	Belize	DJ	Coral Sea Islands	GS	South Georgia & South Sandwich Islands	KO	South Korea
BI	Burundi	DK	Denmark	GT	Guatemala	KP	Shakopee
BJ	Baja California (Southern Section)	DL	Devil's Lake Sioux Tribe	GU	Guanajuato	KS	Kansas
BK	Baker Island	DM	Dominica	GY	Guyana	KT	Kazakhstan
BL	Bangladesh	DN	Djibouti	GZ	Gaza	KU	Kuwait
BM	Bermuda	DO	Durango	HD	Honduras	KW	Kiowa
BN	Bhutan	DP	Comanche Nation	HE	Heard Island & McDonald Island	KY	Kentucky
BO	British Indian Ocean Territory	DR	Dominican Republic	HI	Hawaii	KZ	Kyrgyzstan
BP	Bosnia & Hercegovina	DS	Miami Tribe	HK	Hong Kong	LA	Louisiana
BQ	Bouvet Island (Norwegian Territory)	DT	Muscogee (Creek) Tribe	HL	Hidalgo	LB	Liberia
BR	Burma	DV	Seneca-Cayuga Tribes	HN	New Hebrides (now Vanuatu)	LC	Mille Lacs
BS	British Solomon Islands (now Solomon Islands)	DW	Citizen Band Pottawatomi Tribe	HO	Howland Island	LD	Moldovia
BT	Botswana	EE	Absentee Shawnee	HR	Christmas Island	LE	Lesotho
BU	Bulgaria	EK	Equatorial Guinea	HS	Saint Helena	LF	Slovakia
BV	Bolivia	EL	El Salvador	HT	Haiti	LH	Lithuania
BW	Balearic Islands	EN	England	HU	Hungary	LI	Liechtenstein
BX	Brunei	EO	Ethiopia	IA	Iowa	LL	Leech Lake Band of Chippewa
BY	Brazil	ER	Europa Island	IB	Isle of Man	LN	Lebanon
CA	California	ES	Estonia	IC	Iceland	LO	Slovenia
CB	Colombia	ET	Eretria	ID	Idaho	LP	Lac du Flambeau Band of Lake Superior Chippewa

NCIC 2-Character Abbreviations
for
Place of Birth Country / Citizenship Code Country / Passport Country

Code:	Description:	Code:	Description:	Code:	Description:	Code:	Description:
LS	Laos	NT	Northwest Territories	RI	Rhode Island	TU	Tunisia
LT	Latvia	NU	Nicaragua	RL	Red Lake	TV	Ellice Islands
LU	Saint Lucia	NV	Nevada	RR	Montserrat	TW	Taiwan, Republic of China
LX	Luxembourg	NW	Norway	RS	Spanish Sahara	TX	Texas
LY	Libya	NX	<small>Sonair (Netherlands Antilles)</small>	RU	Romania	TY	Turkey
MA	Massachusetts	NY	New York	RV	<small>Socialist Republic of Vietnam</small>	TZ	<small>Tanzania, United Republic of</small>
MB	Manitoba	NZ	New Zealand	RW	Rwanda	UC	<small>Turtle Mtn. Band of Chipewa</small>
MC	Michoacan	OA	Oaxaca	RY	Republic of Yemen	UG	Uganda
MD	Maryland	OC	Macao	SA	Sierre Leone	UK	Ukraine
ME	Maine	OF	Norfolk Island	SB	Saudi Arabia	UM	Mauritius
MF	Malawi	OG	Osage Nation	SC	South Carolina	UR	Turkmenistan
MG	Mongolia	OH	Ohio	SD	South Dakota	US	United States of America
MH	Marshall Islands	OI	Okinawa	SE	Seychelles	UT	Utah
MI	Michigan	OK	Oklahoma	SF	South Africa	UV	Burkina Faso
MJ	Monaco	OM	Oman	SG	Senegal	UY	Uruguay
MK	Mariana Islands	ON	Ontario	SH	San Marino	UZ	Uzbekistan
ML	Mali	OO	Otoe-Missouria Tribe	SI	Sinaloa	VA	Virginia
MM [3]	Mexico	OR	Oregon	SJ	Namibia	VB	British Virgin Islands
MN	Minnesota	OS	Oglala Sioux	SK	Seminole Nation	VC	Veracruz
MO	Missouri	OT	<small>Ojibwa Tribe of Indians of Wisconsin</small>	SL	San Luis Potosi	VI	U.S. Virgin Islands
MP	Madagascar	PA	Pennsylvania	SM	Somalia	VL	Navassa Island
MQ	Morocco	PB	Puebla	SN	Saskatchewan	VT	Vermont
MR	Morelos	PC	<small>Pitcairn, Henderson, Ducie, & Gero Islands</small>	SO	Sonora	VV	<small>Saint Vincent & the Grenadines</small>
MS	Mississippi	PD	Palau, Republic of	SP	Spain	VY	Vatican City
MT	Montana	PE	Prince Edward Island	SQ	Sweden	VZ	Venezuela
MU	Mauritania	PF	Parcel Islands	SR	Singapore	WA	Washington
MV	Maldives	PG	Guinea-Bissau	SS	Scotland	WB	West Bank
MW	Midway Islands	PI	Philippines	SU	Sudan	WD	Wyandotte Tribe
MX	Mexico (State)	PK	Pakistan	SV	Svalbard	WE	White Earth
MY	Malta	PL	Palmyra Atoll	SW	Swaziland	WF	Wallis & Futuna
MZ	Malaysia	PM	Panama	SY	Syria	WI	Wisconsin
NA	Nayarit	PN	Ponca Tribe	SZ	Switzerland	WK	Wake Island
NB	Nebraska	PO	Poland	TA	Tamaulipas	WL	Wales
NC	North Carolina	PQ	Quebec	TB	Tabasco	WN	West Indies
ND	North Dakota	PR	Puerto Rico	TC	<small>Trucial States (Now United Arab Emirates)</small>	WS	Western Samoa
NE	Holland (Netherlands)	PS	Saint Pierre & Miquelon	TD	<small>Trust Territory of the Pacific Islands</small>	WT	Wichita Tribe
NF	Newfoundland	PT	Portugal	TE	Sprattly Islands	WV	West Virginia
NG	Nigeria	PU	Peru	TF	Tuamotu Archipelago	WY	Wyoming
NH	New Hampshire	PV	Paraguay	TG	Tonga	XX	Unknown Place of Birth
NI	Northern Ireland	PW	Pawnee Tribe	TH	Thailand	YG	Yugoslavia
NJ	New Jersey	QA	Qatar	TJ	Tajikistan	YO	Mayotte
NK	New Brunswick	QR	Quintana Roo	TK	Tokelau	YT	Yukon (Territory)
NL	Nuevo Leon	QU	Queretaro	TL	Tlaxcala	YU	Yucatan
NM	New Mexico	RA	Russia	TM	Tromelin Island	YY	All Others
NN	Nigeria	RB	Republic of Congo	TN	Tennessee	ZA	Zacatecas
NO	New Guinea	RC	<small>People's Republic of China</small>	TO	Togo	ZB	Martinique
NP	Nepal	RE	Reunion	TP	Sao Tome & Principe	ZC	Surinam
NQ	New Caledonia	RF	Russian Federation	TR	Turks & Caicos Islands	ZD	Macedonia
NR	Nauru	RG	Gibraltar	TS	<small>Nevis & Saint Christopher "Kitts"</small>	ZI	Canary Islands
NS	Nova Scotia	RH	<small>Rhodesia (now Zimbabwe)</small>	TT	Trinidad & Tobago	ZM	Zambia

**NCIC 2-Character Abbreviations
for
Place of Birth Country / Citizenship Code Country / Passport Country**

Code:	Description:	Code:	Description:	Code:	Description:	Code:	Description:
ZO	Mozambique						
ZR	Congo Kinshasa, now Zaire						

[1] See separate list of Canadian Provinces; Use code CD only when province is unknown.

[2] Does not include Northern Ireland; See Northern Ireland contained in main listing.

[3] See separate list of Mexican States; Use code MM only when state is unknown.

Canadian Provinces

Code:	Province:	Code:	Province:	Code:	Province:	Code:	Province:
AB	Alberta	NF	Newfoundland	ON	Ontario	YT	Yukon Territory
BC	British Columbia	NK	New Brunswick	PE	Prince Edward Island		
CN	Canada	NS	Nova Scotia	PQ	Quebec		
MB	Manitoba	NT	Northwest Territories	SN	Saskatchewan		

Mexican States

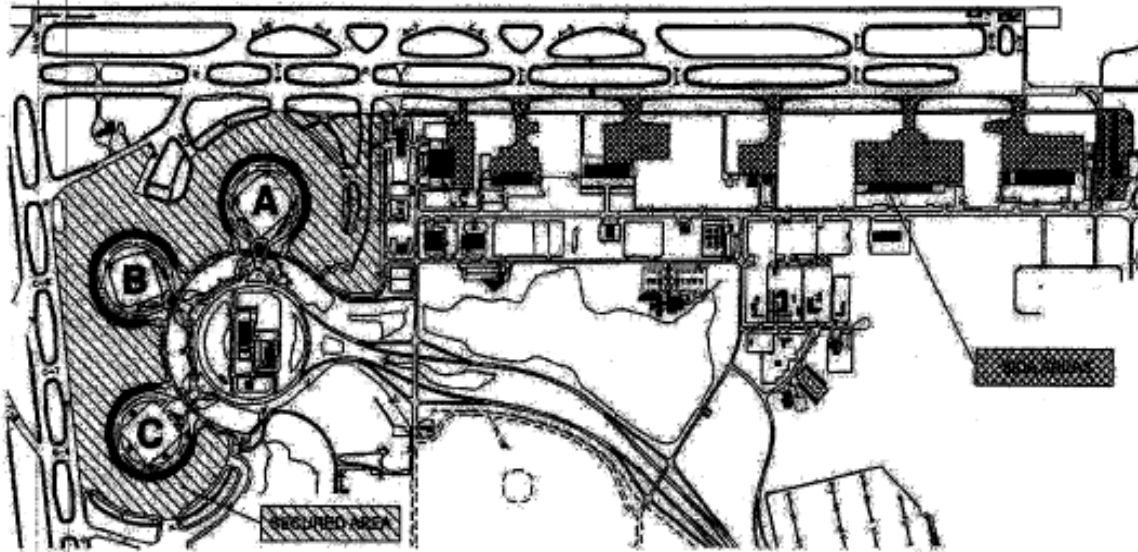
Code:	Description:	Code:	Description:	Code:	Description:	Code:	Description:
AG	Aguascalientes	DO	Durango	NL	Nuevo Leon	TB	Tabasco
BA	Baja California	GR	Guerrero	OA	Oaxaca	TL	Tlaxcala
BJ	Baja California Sur	GU	Guanajuato	PB	Puebla	VC	Veracruz
CE	Campeche	HL	Hidalgo	QR	Quintana Roo	YU	Yucatan
CH	Chihuahua	JL	Jalisco	QU	Queretaro	ZA	Zacatecus
CI	Chiapas	MC	Michoacan	SI	Sinaloa		
CL	Colima	MR	Morelos	SL	San Luis Potosi		
CU	Coahuila	MX	Mexico (State)	SO	Sonora		
DF	Distrito Federal	NA	Nayarit	TA	Tamaulipas		

**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 243-4000.

Signature: _____

Date: _____

TSA APPROVED <i>Angela Bruck</i>
DATE SEP 25 2014

Rev. 2/12/14

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Attachment 12

**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 that when anyone with an identification / access badge is terminated for any reason, they must immediately notify the Airport ID Office at 243-5211 or 5105 (during normal business hours) or the Airport Police at 243-4000. 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 _____

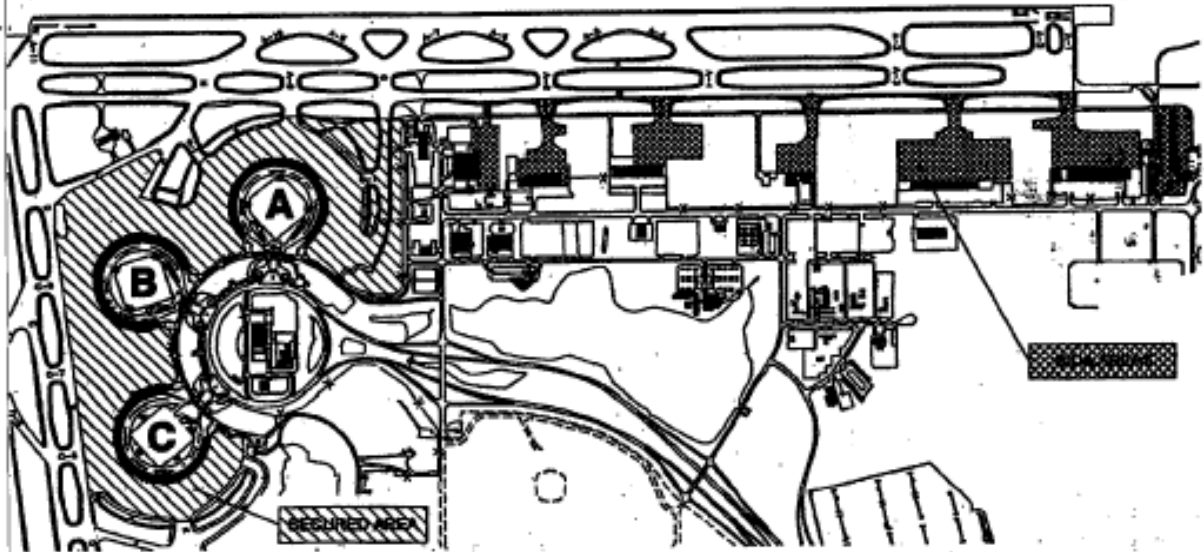
Rev. 3/18/14

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Attachment 13

 TSA APPROVED DATE SEP 25 2014

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 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.

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.

TSA APPROVED	
<i>John G. Harris</i>	
DATE	JUL 13 2006

Rev. 7/13/2006

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Attachment 14

ATTACHMENT 12 KCAD VEHICLE INSPECTION AND SAFETY PROGRAM

Purpose

This program has been developed and is administrated by the Kansas City Aviation Department (KCAD) - Airport Operations Division. The program was developed to establish guidelines and procedures for issuing permanent and temporary Airport Operations Area (AOA) permit decals for all non-escorted motorized driven vehicles and all aircraft fuel carts governed by National Fire Protection Agency (NFPA) 407 operating on the AOA. The area covered by the program includes the following locations:

- All airline terminal aprons
- JP Cooper Road
- Ottawa Ave
- Gravel perimeter road
- AOA movement area
- Vehicles entering through Posts 1, 2, 3, 4, 5, 28

AOA locations exempt from this program include:

- Overhaul Base
- Federal Express apron
- Haith Cargo apron.
- Signature Flight Support apron
- Joint Cargo apron
- Aero Term apron
- North Field Maintenance

The purpose of the program is to provide rules to enhance AOA security, vehicle safety, and ensure minimum vehicle insurance requirements are met.

Motorcycles are prohibited, with the exception of law enforcement.

Types of Permits

This program is applicable to all authorized motorized driven vehicles, including aircraft fueling hydrant carts owned or leased by city, federal government, utility companies, tenants, city and tenant contractors and vendors which operate on the AOA at Kansas City International Airport. Proof of registered ownership, or lease agreement to one of the above entities, must be submitted prior to receiving a decal. Privately owned vehicles are prohibited unless otherwise specified in a contract or agreement with the city.

The following two types of vehicle permits are issued by Airport Operations:

- **Permanent**

Permanent permit decals are issued to vehicles operated by the city, city contractors and vendors, federal government, authorized utility companies, and tenants, operated by valid authorized AOA badged employees to conduct business on the AOA.



- **Temporary**

Temporary permit decals are issued to vehicles operated by authorized AOA badged contractors hired by the city, federal government, and its tenants who perform work on a temporary basis, such as tenant modifications, airfield construction projects, or FAA facility installation. A temporary permit decal also shall be used for temporary leased vehicles that are being operated in lieu of a permanent vehicle that may be in the shop for repair or similar situation.



Vehicle Requirements

Regardless of whether the vehicle is being issued a permanent or temporary pass decal, all vehicle requirements will be the same.

- **Identification**

Each vehicle authorized to operate within the program coverage area shall display on each side of the vehicle, either professionally painted, stenciled, or with a magnetic sign, the name of the company/authority with minimum font to be visible from a distance of 50 feet away.

- **Special Lighting**

- All vehicles will have a amber/yellow rotating beacon or strobe light attached to the highest portion of the vehicle so that it will be visible 360-degrees, and operated at all times while the engine is running.
- Lights must have peak intensity within the range of 40 to 400 candelas (effective) from 0° (horizontal) up to 10° above the horizontal and for 360° horizontally. The upper limit of 400 candelas (effective) is necessary to avoid damage to night vision.
- From 10° to 15° above the horizontal plane, the light output must be 1/10th of peak intensity, or between 4 and 40 candelas (effective).
- Lights must flash at 75 ± 15 flashes per minute.
- The amber/yellow lens shall not be damaged or cracked to allow white light to pass through. All emergency vehicles are exempt from the color of the lens.

- **Required Vehicle Safety Equipment**

- All vehicles shall have the following lighting and reflectors:
 - Operative headlights, taillights, side marker lamps – 2 rear red and 2 amber front.

- Reflex reflectors - 2 red rear, 2 amber front side, 2 red rear side.
 - If the vehicle is designed to trailer equipment, that equipment must have reflex reflectors – 2 red rear, 2 amber front side, 2 red rear side. Three inch stripes of reflective tape may be used rather than reflectors.
 - Specialized equipment and fuel carts that were not originally manufactured with headlights and taillights shall have three inch stripe reflective tape and/or reflectors - 2 red rear, 2 amber front side, 2 red rear side.
 - Muffler systems must be free of holes. The exhaust end of the tailpipe and exhaust lines must be mounted so that they are positioned a minimum of 6 inches from the surface.
 - Emergency brakes must be capable of holding the vehicle when placed in drive with the motor running and only the emergency brake engaged.
 - The vehicle must not leak any fuel, oil, hydraulic, coolant, or transmission fluids.
 - Fueling vehicles and hydrant carts must comply with NFPA 407.
- **Insurance**
The limits of insurance coverage is governed by Commercial Development. Prior to the issuance of the permit decal, proof of the following insurance is required:

Signatory Airlines

Commercial Automobile Liability Insurance: with a limit, unless otherwise specified in a contract or agreement, of five million dollars (\$5,000,000) combined single limit, covering owned, hired and non-owned motor vehicles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance shall be written on a Commercial Business Auto form, or acceptable equivalent, and shall protect against claims arising out of the operation of motor vehicles on the airport, as to acts done in connection with the agreement, by airline. The above requirements apply to owned, non-owned and hired vehicles.

Non-signatory airlines and all other tenants and contractors

Commercial Automobile Liability Insurance: with a limit, unless otherwise specified in a contract or agreement, of five million dollars (\$5,000,000) combined single limit, covering owned, hired and non-owned motor vehicles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance shall be written on a Commercial Business Auto form, or acceptable equivalent, and shall protect against claims arising out of the operation of motor vehicles on the airport. The above requirements apply to owned, non-owned and hired vehicles.

Acquiring a Permit

Each company, tenant, government agency, contractor, who has an operational need to operate a vehicle on the AOA, shall complete and have on file with Airport Operations, a list of those individuals employed by each organization that have the authority to request an AOA vehicle permit.

Each company, tenant, government agency, contractor shall make a request from Airport Operations for a Permanent/Temporary AOA decal. Once the request has been received, and confirmed that the minimum insurance and registration and/or lease agreement requirements are met, Airport Operations shall make arrangements to inspect the vehicle to ensure it meets the minimum requirements. Once the vehicle has passed the inspection, a decal will be affixed

to a prominent location on the driver side, such as the windshield, front bumper, or forward side. Once the decal has been affixed to the vehicle, the application form will reflect the permit number that was issued, and the database updated.

The company, tenant, Government agency or contractor shall maintain the vehicle to ensure it operates with the minimum lighting and safety equipment as indicated above.

Failure to Maintain Minimum Lighting and Safety Equipment

If the following discrepancies are found with a vehicle, the operator will be advised to park the vehicle until repairs are made:

- Inoperative headlights while operating the vehicle between sunset and sunrise.
- No muffler or damaged muffler.
- Missing or inoperative beacon while operating the vehicle.
- Fuel leaking, or significant fluid leaking at the discretion of Airport Operations.
- Condition of vehicle is determined to be a fire hazard.

Once the vehicle is parked, a “Do Not Operate Equipment” tag will be attached to the vehicle steering wheel and an electronic notification will be sent to the owner.



If a vehicle is found operating without the minimum lighting and safety equipment, but the condition does not deem it necessary to immediately park the vehicle, an electronic notification will be made to the owner. The notice will state the reason for the violation and grace period when repairs must be made to correct the infraction. Once the repairs are made, the owner of the vehicle will request Airport Operations to inspect the vehicle. Once inspected and passed, a new decal will be issued and affixed to the vehicle.

If the vehicle is found operating past the grace period with the same infraction, the decal will be removed by Airport Operations and the operator of the vehicle will be warned not to operate the vehicle. In addition, a “Do Not Operate Equipment” tag will be attached to the vehicle steering wheel. An electronic notification will be made to the vehicle owner to whom the permit was issued. The notice will state the reason why the decal was removed, and indicate that the vehicle can not be operated on the AOA until repairs are made and inspected.

Once repairs are made, Airport Operations will be contacted by the owner so the vehicle can be inspected. Once inspected and passed, a new decal will be issued and affixed to the vehicle, the "Do Not Operate Equipment" tag will be removed, and database updated.

Audit Program

Each June 1st, Airport Operations will submit to the owner a list of their permitted vehicles. The owner will review the list and submit any changes.

Anytime a vehicle is taken out of inventory and/or no longer assigned or operating on the AOA, the owner will submit a "Change of Vehicle Status" form to Airport Operations.

Permanent vehicle decals are good for two years from the month it was issued. After two years, the vehicle will be inspected for minimum lighting and safety equipment. Once the vehicle has passed inspection, the existing inspection decal will be replaced with a new decal. The database will then reflect the new decal. It will be the responsibility to Airport Operations to monitor the program to ensure vehicles are inspected after the two years.

Any decal that cannot be accounted for will be reflected on an AOA Vehicle Decal Hot List. The Hot List will be maintained by Airport Operations. A copy of this report will be posted at Post 1 and 28 guard shacks.

ATTACHMENT 13



City of Kansas City, Missouri
Aviation Department

COMPUTER-AIDED DESIGN/DRAFTING (CADD) STANDARDS

Last Revision: Aug. 21, 2018

The following standards are required for all CADD work done by design professional consultants when doing work for the City of Kansas City, Missouri, Aviation Department (KCAD), or on behalf of tenants making modifications on airport property. It is the responsibility of all consultants and sub-consultants to provide KCAD with CADD work that is clean, accurate, organized and in Missouri State Plane Coordinates. These CADD standards are intended to be neither static nor all-inclusive and they will be updated and enhanced as needed by KCAD.

I. Submittals

- KCAD may require partial submittals of CADD files, graphics or other such digital information for the purpose of producing City Council or Department exhibits; expedient delivery of files is often required of the design consultant when such exhibits are needed. **ALL ELECTRONIC FILES SUBMITTED WILL BE IN KCAD'S CURRENT SOFTWARE VERSION.**
- Media – Final Bid documents and Record drawing submittals will be required on a labeled CD or USB Flash Drive with Aviation Project Number and plotted either 24" x 36" or 30" x 42". 11" x 17" prints or 15" x 21" prints may be required for post-bid, pre-construction meetings.
- Electronic Files – The final CADD file submittal will include: plotting instructions, all related cell/block libraries, any additionally permitted fonts, ctb files, all raster image attachments, any OLE linked files, and all non-CADD graphic files produced in relation to the project. *All necessary reference files will be included and attached with any submittal. Bound files will also be accepted.* KCAD is currently using AutoCad Map 3D Version 2015 and Revit 2016. **NO OTHER SOFTWARE SUBMITTALS WILL BE ACCEPTED.** **All files will be in this format. With every drawing file submitted, a PDF will also be required of that drawing.**
- Record Drawings – Accurate as-built information (record drawings) are required at the completion of every KCAD project. This information will be organized as follows: The as-built information will be circled with a "revision cloud" that is darker than the original line work. "As-built", "As-constructed", "Conforming to Construction Records" or "Record Drawings" will be labeled or stamped on every sheet.



City of Kansas City, Missouri Aviation Department

II. Software

- CADD Software - AutoCAD or Map3D will be used for **ALL** design projects and survey work. Missouri State Plane Coordinate system (NAD 83) will be used for all site work. **No Exceptions**. KCAD is not responsible for converting files.

III. Sheet Organization

- Title block/border - *The standard KCAD title block/border sheets (supplied by KCAD) will be used for all project sheets and for all design types.* No other title block/border sheets will be allowed unless approved by KCAD. **All title block/border sheets will have the KCAD Project No. on it.** All information blanks will be filled-in for each sheet. Placement and emphasis of information in the title block/border sheets will remain as defined in the supplied standard files; font types and sizes will remain as given in the title block/border sheet files. Title block/border sheets will always be referenced and scaled into the active file.
- Cover Sheet - The standard cover sheet for KCI Airport and Charles B. Wheeler Downtown Airport will be supplied by KCAD. This sheet will not be numbered as part of the drawing set. The cover sheet will require approval signature of the Deputy Director of Aviation, Planning & Engineering Division before bid sets are printed. The cover sheet will not be used for index information or for seal information; such an index sheet may precede the other sheets but it must remain after the cover sheet.
- Organization – Design set submittals must have the correct CADD file name noted on each printed or plotted sheet. Reference file names are not required to be printed on each sheet.
- Sheet Numbers - Numbering will comply as follows: alpha-numeric sheet numbering will be used that indicates the field of design such as A1 for architectural, C1 for civil or M1 for mechanical (projects that are solely survey information will use SV); the total sheet set will have an auxiliary numbering system, 1 of x, where x = total sheets in the project at final submittal. The auxiliary sheet numbering does not need to be noted on sheets until final submittal for bid sets. Addendums and/or additional as-built sheets will be numbered separate from the initial bid set such that the total number for the initial bid set remains the same after submittal.
- Electronic Sheet Files - Every final printed or plotted sheet will have its own separate electronic file; multiple plotted sheets (for example, A1 thru A4) will not be allowed to reside in the same file that uses a layer freeze/thaw methodology for separating the plotted sheets. A1 will relate to an electronic sheet file and A2 will relate to a separate electronic sheet file, etc.



City of Kansas City, Missouri Aviation Department

- File Names – Naming procedures for all project CADD files are as follows: 1) the file name will start with the KCAD Project Number. **The file name must then include some indication of the design field / sheet type (SP- Site Plan, C- Civil, A- Architectural, M- Mechanical, E- Electrical, etc.)** 2) The name must also indicate sheet sequencing (E101, E102, etc.). *The CADD file name must be noted on each printed or plotted sheet of a project.* (Example: 62150443C05.dwg for a Civil drawing that is number five in the series).

IV. Layer Organization

- Layers - All AutoCAD layers will be logically named and all entities will be drawn with color by layer. AIA CADD Layer Guidelines will be accepted.
- Drawing Units - *All entities will be drawn to scale.* The active CADD file must reflect true design units and true dimensioning and must not be just graphic representations of the design.
- Linestyles / Linetypes - All additional or custom linestyles and linetypes that are used in CADD will be required to be supplied to KCAD by the design consultant.
- Consistency - The CADD work will be consistent in all symbology, font usage, abbreviations and entity construction and it will be consistent in all other methods of organization. There will be consistency from sheet to sheet in the whole drawing set and consistency between design firms where multiple consultants are working on the same project.
- Text - Standard Fonts - only the following fonts will be used: Arial , Arial Black, Swiss, Swiss Bold, Times Roman, Bold, Romans, Simplex and Msimplex. Text sizes, text weights and fonts will be used in a manner that enhances readability and intent of the design information. Text will be legible for the required printing or plotting sizes (minimum of 1/8" type size on 11" x 17" prints).

ATTACHMENT 14

ELECTRONIC FORMAT REQUIREMENTS

The City of Kansas City Contract Central requirements shall be followed in the preparation and processing of contract documents as required in Administrative Regulation 3-21. Aviation Department - Engineering Contract Administration section will ensure that contracting requirements are met. Project Managers will coordinate Design Professional construction document preparation and submission activities with the Contract Administration section.

In addition to other deliverables included in the Design Contract, items listed in Item 1 "Electronic Format Requirements and Naming Conventions" are necessary requirements to accommodate posting our bids on the Kansas City Plan Room.

1. Electronic Format Requirements and Naming Conventions

Drawings/plans

Drawings/plans should be in PDF (.pdf) or TIFF (.tif) format with a resolution range of 200 to 300 DPI. Drawings/ Plans numbering should follow Form 00015 List of Drawings.

FILE NAMES: All plans should be named in the following manner: three digit sequential number, three dashes/no spaces, brief descriptor. For example:

001---Cover-Sheet-and-Index.tif
030---A1-1.tif
121---M01.11.tif

List of "Bad" web characters that should not be added to the file names:

Using such characters as: ! @ # \$ % ^ & * () ? ? ; ? ? / > < . , ~ [] { } | \ ` + will cause the files to be unrecognized by most programs.

2. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

- A. The Design Professional will be provided with a copy of the City's boilerplate documents applicable to construction contracts for Divisions 00 and 01.
- B. The Design Professional will review these documents and advise the Contract Administration section by form number those documents that will not be required for the project manual and those documents need to be modified. The Design Professional will also advise of any documents recommended for addition to the contract.

The following sections may be customized according to specific project requirements. To assure clarity, the same information should not be repeated in more than one location in the document.

00005 Certifications Page/s
00010 Table of Contents
00015 List of Drawings
00210 Instructions to Bidders

00411 Itemized Prices
 00412 Unit Prices
 00413 Allowance Form
 00420 Alternates
 00800 Supplementary Conditions
 011000 Summary
 012100 Allowances
 012200 Unit Prices
 012300 Alternates
 012600 Contract Modification Procedures
 012900 Payment Procedures
 013100 Project Management & Coordination
 013200 Construction Progress Documentation
 013233 Photographic Documentation
 013300 Submittal Procedures
 014000 Quality Requirements
 015000 Temporary Facilities & Controls
 016000 Product Requirements
 017300 Execution Requirements
 017329 Cutting & Patching
 017419 Construction Waste and Disposal
 017700 Closeout Procedures
 017839 Project Record Documents

C. The guidelines for Technical Specification footers are as follows:

Aviation Department Project Number	Division # - Page # <i>[10 Font]</i>
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3. TECHNICAL SPECIFICATION STANDARDS

- A. GENERAL:
MARGINS, Top - 1", Bottom - 1", Right – 1", Left – 1". TAB SETTINGS, every 0.5".
Applies to all sections of specifications.
- B. SECTION HEADINGS:
FONT – Times New Roman (or approved equal), 11 point, all caps. ALIGNMENT – Left;
SPACING – Double.
- C. PARAGRAPH HEADINGS:
FONT – Times New Roman (or approved equal), 11 point, ALIGNMENT – Left;
SPACING – Double.
- D. PARAGRAPH TEXT:
FONT – Times New Roman (or approved equal), 11 point, ALIGNMENT – Left;
SPACING – Single; Double spaced between paragraphs. INDENT, 0.5" left with 0.5"
hanging indent, and additional 0.5" for each subparagraph.
- E. PARAGRAPH NUMBERING AND FOOTERS:
Multilevel numbering following the MasterSpec numbering convention.
- F. Change the term "Architect" to "Design Professional".

4. CONTRACT ORIGINALS – PROCESSING AND APPROVAL

At 100% completion, **one original** and **one electronic copy** (Microsoft Word and/or Excel Format only) of any revised document included in Division 00 and 01 and all technical documents prepared by the Design Professional are to be provided to the Contract Administration section. All electronic files shall be given to the Aviation Department on CD.

The originals and accompanying electronic files shall become the property of the City of Kansas City, Missouri, with all rights of use, editing or reuse by the City of Kansas City, Missouri for purposes of operating, maintaining and governing the City airports and other City-governed entities. The Aviation Department reserves the right to disapprove any originals or electronic files that do not meet the prescribed specifications standards.

The Design Professional shall submit the final Engineer's Estimate 24 hours prior to Bid Opening on Form 00410 Bid Form/Contract and Form 00412 Unit Price Form (if applicable) or other bidding forms specified in the bidding manual. Form 00412 Unit Price Form is also to be submitted in electronic format.

5. CONTRACT PROCESSING SCHEDULES

- A. Contract Processing Schedules must include adequate time for review and approval by the Project Manager, Contract Administration section and Deputy Director of Planning and Engineering, arrangements for Pre-Bid Conference, and scheduling of advertising.
- B. Once the schedule has been established, the Project Manager will coordinate subsequent schedule changes with the Contract Administration section.

6. PREPARING AND ISSUING ADDENDA

- A. When the Design Professional prepares addenda, preparation schedules must include adequate time for review and approval by the Project Manager, Contract Administration section and Deputy Director of Planning and Engineering. The Project Manager will coordinate all addenda using the Addendum Preparation Checklist and Addendum Form 00910.

7. PRE-BID/PRE-CONSTRUCTION CONFERENCE

A Pre-Bid and Pre-Construction Conference Agenda and Checklist will be made available to the Design Professional for review. The Project Manager will coordinate preparation of the document with the Design Professional and the Contract Administration section.

If you have any questions regarding these instructions, please contact Leslie Turner, Contract Administration Manager, at (816) 243-3052.

ATTACHMENT 15

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, 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 _____ (title) of _____ (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 _____ day of _____, 20_____.

Notary Public

My Commission expires:



ATTACHMENT 16 SUBCONTRACTORS LIST

Project Number _____ Project Title _____

Contractor _____ Date _____

Firm, Address, Contact	Phone, FAX and e-mail	Scope of Work (i.e Supplier, Consulting Firm, Electrical)

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **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.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional

Part II

negligence which is specified in a separate provision of this Contract.

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.

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

Sec. 3. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage equal to the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's 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. Per Project General Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement.
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory
Employers Liability \$100,000 accident
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "accident" basis, covering owned, hired, and non-owned automobiles. If the Contractor owns vehicles, coverage shall be provided on an "any auto" basis. If the Contractor 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 caused by the operation of motor vehicles, as to acts done in connection with the Agreement, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

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 Contract. Contractor shall provide to City at execution of this Contract 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. 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.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor 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, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

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. 5. Governing Law.

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

Sec. 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 7. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor 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 Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any 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 Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 8. Default and Remedies.

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of

this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification.

Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 11. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract 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. 12. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract 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 Contract 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. 13. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the city's Director of Human Relations, 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. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Contractor in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action.

If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation 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:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two 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 HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. 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.

3. 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 HRD 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 HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations 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,

canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance.

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 16. Assignability and Subcontracting

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to

reject, at any point during the term of this Contract, any subcontractor identified by Contractor, 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. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, 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 Contractor in this Contract.

Sec. 18. Buy American Preference.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 19. Professional Services – Conflict of Interest Certification.

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

Sec. 20. Attorney Services – Conflict of Interest Certification.

If this Contract is for professional attorney services, Contractor certifies that Contractor and any of its individual attorneys, do not represent any party in litigation against the

City at the time of the issuance of this Contract. Contractor's certification shall not apply to: representation in municipal court; attorneys employed by a not-for-profit legal services corporation; litigation where the City is named as a nominal party; litigation that has been filed with the agreement of the City and the party represented by the attorney; or where the City Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

Sec. 21. Employee Eligibility Verification

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (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. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Part III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

XIII. Assurances.

A. Lessee/Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Lessee/Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Lessee/Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Lease/Contract/Agreement for which the City shall have the right to terminate this Lease/Contract/Agreement and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.

C. Lessee/Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Lessee/Contractor to the general public.

D. As part of the consideration of this Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Lessee/Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office

of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

E. As part of the consideration of the Lease/Contract/Agreement, Lessee/Contractor does hereby covenant and agree that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
2. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

In this Lease/Contract/Agreement, the Covenant is hereby made a covenant running with the land for the term of the Lease/Contract/Agreement, and is judicially enforceable by the United States.

F. The foregoing discrimination covenants are a material part of this Lease/Contract/Agreement and for breach thereof the City shall have the right to terminate this Lease/Contract/Agreement and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Lease/Contract/Agreement had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

G. Lessee/Contractor agrees to insert the foregoing six provisions in any

Lease/Contract/Agreement by which Lessee/Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

H. Lessee/Contractor agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Lessee/Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Lessee/Contractor further agrees that it will require its covered suborganizations to provide assurances to Lessee/Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

I. The City reserves the right, but is in no way obligated to Lessee/Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Lessee/Contractor, and without interference or hindrance from Lessee/Contractor.

J. The City reserves the right, but is in no way obligated to Lessee/Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee/Contractor in this regard.

K. Lessee/Contractor acknowledges that this Lease/Contract/Agreement is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.

L. The Lease/Contract/Agreement is subordinate to the reserved right of the City its successors and assigns, to occupy and

use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

M. Lessee/Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Lessee/Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Lessee/Contractor.

N. Lessee/Contractor, by accepting this Lease/Contract/Agreement, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Lessee/Contractor.

O. Lessee/Contractor acknowledges that nothing contained in this Lease/Contract/Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).

P. This Lease/Contract/Agreement and all provisions hereof are subordinate to whatever rights the United States now has or

in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

XIV. Right to Amend.

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

XV. Immigration Reform and Control Act of 1986.

Lessee/Contractor understands and acknowledges the applicability of the IRCA to it. Lessee/Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Lease/Contract/Agreement and to permit the City to inspect its personnel records to verify such compliance.

XVI. Disadvantaged Business Enterprise Requirements.

To the extent that this Lease/Contract/Agreement is covered by 49 CFR Part 23, Subpart F, Lessee/Contractor agrees that this Lease/Contract/Agreement is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Lessee/Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any Lease/Contract/Agreement covered by 49 CFR Part 23, Subpart F.

Lessee/Contractor agrees to include the foregoing statement in any subsequent Lease/Contract/Agreement that it enters and cause those businesses to similarly include said statement in further agreements.

XVII. Restricted Areas/Security.

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

participate in any investigation or proceedings.

XVIII. Access to Records and Reports

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

XIX. General Civil Rights Provisions.

The Lessee/Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Lessee/Contractors from the bid/RFP solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the Lessee/Contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

1. the period during which the property is used by the airport sponsor or any transferee for a purpose for which

Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

2. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

XX. Civil Rights-Title VI Assurances.

Title VI Solicitation Notice:

The Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The Lessee/Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Lessee/Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The Lessee/Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Lessee/Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Lessee/Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee/Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Lessee/Contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such

contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Lessee/Contractor under the contract until the Lessee/Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Lessee/Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee/Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee/Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Lessee/Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Lessee/Contractor may request the United States to enter into the litigation to protect the interests of the United States.

XXI. Contract Workhours and Safety Standards Act Requirements.

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in

paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

XXII. Copeland “Anti-Kickback” Act

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970. United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

XXIII. Certificate Regarding Debarment and Suspension (for contracts and subcontracts that exceed \$25,000).

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

XXIV. Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.