

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 62240579 - AIRPORT FACILITIES DEVELOPMENT**  
**AVIATION DEPARTMENT**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell (Design Professional). City and Design Professional agree as follows:

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

The services to be provided under this Agreement are for the following project (Project) and purpose: 62240579 – Airport Facilities Development

**Sec. 2. Services to be performed by Design Professional.** Design Professional shall perform the following Scope of Services:

- A. Provide administration of various project types, including:
  - 1. Scope and fee proposals for each project or task
  - 2. Monthly reports itemizing all project activity and fees
  - 3. Invoicing for each project or task
- B. Projects may include, but are not limited to:
  - 1. Airport analysis services through research and investigation of airport related issues; including, but not limited to, Capital Project analysis, environmental analysis, financial and land use analysis
  - 2. Bid through Construction Administration
  - 3. Development of specific project plans and specifications on airside and landside projects including buildings and pavements
  - 4. Planning Services; including, but not limited to, airside and landside services, ALP updates, etc.
  - 5. Development of spot design service plans
    - a. Airfield electrical
    - b. Airfield pavement & markings
    - c. Architectural, interior design, LEED and renderings
    - d. Civil, landside paving & construction cost estimating
    - e. HVAC, plumbing & special use piping
    - f. Information technology
    - g. Landside street & building multi-voltage electrical
    - h. On-call construction team field reviews
    - i. Roofing & building envelopes
    - j. Structural design and City of KCMO special inspections
    - k. Surveying
  - 6. Financial analysis of airport operations
  - 7. Analysis of the airports capital improvement projects
  - 8. Construction cost estimating
  - 9. Project Management and administrative services
  - 10. Other Design Services

- C. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in an **Attachment**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

**Sec. 3. Term.** Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

**Sec. 4. Compensation and Reimbursables.**

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$2,000,000.00, as follows:
  - 1. Task Orders will establish individual lump sum fees and estimated reimbursable expense budgets for each project. The total of all task orders shall not exceed \$2,000,000.00.
  - 2. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment.
  - 1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
  - 1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
  - 2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

3. No request for payment will be processed unless it is accompanied by a copy of the most recent Audit Report submitted to CREO KC through the B2G on-line reporting system.

**Sec. 5. Notices.** All notices required by this Agreement shall be in writing and sent to the following:

City: Kansas City, Missouri  
Aviation Department  
Jade Liska, Deputy Director of Aviation, Planning & Engineering  
601 Brasilia Avenue  
Kansas City, MO 64153  
Phone: (816) 243-3045 Facsimile: (816) 243-3071  
E-mail address: [jade.liska@kcmo.org](mailto:jade.liska@kcmo.org)

Design Professional: Burns & McDonnell  
Contact: Jason Fuehne  
Address: 9400 Ward Parkway Kansas City, MO 64114  
Phone: (816)-363-7272  
E-mail address: [jfuehne@burnsmcd.com](mailto:jfuehne@burnsmcd.com)

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

**Sec. 6. Merger.** This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

**Sec. 7. Conflict Between Agreement 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 of this Agreement, Part I will be controlling.

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data.

**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 - Part I
- Attachment - Part II
- Attachment - Scope of Services
- Attachment - City licensed Geographical Information System Data
- Attachment - FAA Supplementary Contract Provisions Part III
- Attachment – CREO KC RFQP Instructions
- Attachment - Contractor Utilization Plan/Request for Waiver
- Attachment - Letter of Intent to Subcontract
- Attachment - Timetable for M/WBE Utilization
- Attachment - Request for Modification/Substitution
- Attachment – CREO KC Monthly Reporting Instructions
- Attachment - MWBE Monthly Utilization Reporting Instructions
- Attachment - Contractor Affidavit for Final Payment
- Attachment - Subcontractor Affidavit for Final Payment
- Attachment - Certificate of Insurance
- Attachment - Authorization To Release Revenue Clearance Letter
- Attachment - Airport Security Control Procedures
- Attachment - MCI Vehicle Inspection and Safety Program
- Attachment - Computer-Aided Design/Drafting (CADD) Standards
- Attachment - Electronic Format Requirements
- Attachment - Employee Eligibility Verification Affidavit
- Attachment - Subcontractor List
- Attachment – KCI Security Forms
- Attachment – Experience Reference Form
- Attachment – Affirmative Action Program Affidavit
- Attachment - Affirmative Action Program Instructions
- Attachment – CREO Assurances

**Sec. 10. Subcontracting.** Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the Subcontractor List.

**Sec. 11. 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 Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached. If Design Professional 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 Design Professional’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 CREO KC, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.





## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

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

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

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

#### Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

#### Sec 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage of the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and

\$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

2. Worker’s Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory  
Employers Liability

- \$1,000,000 accident with limits of:
- \$1,000,000 disease-policy limit
- \$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an “occurrence” basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an “any auto” basis. If the Design Professional does not own any vehicles, coverage shall be provided on a “hired autos” and “nonowned autos” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Design Professional. If not covered under the Design Professional’s

liability policy, such “property” coverage of the Agency may be endorsed onto the Design Professional’s Cyber Liability Policy as covered property.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys’ fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer’s responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of

subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best’s rating of “A-V” or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional’s failure to maintain the required insurance coverage will not relieve Design Professional of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional’s failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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

#### **Sec. 4. Design Standards and Endorsement.**

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any

accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and

4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

#### **Sec. 5. Copyright and Ownership of Documents.**

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire

and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

#### **Sec. 6. Governing Law.**

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

#### **Sec. 7. Compliance with Laws.**

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it

needs to carry out its obligations under this Agreement.

#### **Sec. 8. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

#### **Sec. 9. Default and Remedies.**

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

#### **Sec. 10. Waiver.**

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

#### **Sec. 11. Acceptance.**

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

#### **Sec. 12. Modification.**

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

#### **Sec. 13. Headings; Construction of Agreement.**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

#### **Sec. 14. Severability of Provisions.**

Except as specifically provided in this Agreement, all of the provisions of this

Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

#### **Sec. 15. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department

administering this Agreement within ten (10) days after the written request is made.

#### **Sec. 16. Tax Compliance.**

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

#### **Sec. 17. Assignability and Subcontracting.**

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

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible

to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

#### **Sec. 18. Conflicts of Interest.**

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

#### **Sec. 19. Conflict of Interest - Certification.**

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

#### **Sec. 20. Buy American Preference.**

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

#### **Sec. 21. Independent Contractor.**

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

#### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150.shtm) . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 23. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in



compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

**Sec. 24. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Sec. 25. Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Sec. 26. Non-Discrimination in Employment.** Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited

by Chapter 3 of the City Code.

**Sec. 27. Ban the Box in Hiring and Promotion.** Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

Notwithstanding, Design Professional may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Sec. 28. Affirmative Action.**

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the

duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. CONTRACTOR shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

b. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

c. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

d. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the

date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

**Sec. 29. Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

# ATTACHMENT 1

## SCOPE OF SERVICES

Design Professional shall:

### **General Information**

The work may consist of projects at either of the two City airports – Kansas City International Airport and the Charles B. Wheeler Downtown Airport. When a specific work effort is identified, the scope of services, time to complete the work, and cost will be established and a notice to proceed then issued for that specific work effort or task.

### **Project Scope**

The selected Design Professional's description of work on Airport Indefinite Delivery Indefinite Quantity task orders may include but not be strictly limited to the following:

1. Airport analysis services through research and investigation of airport related issues; including, but not limited to, Capital Project analysis, environmental analysis, financial and land use analysis
2. Bid through Construction Administration
3. Development of specific project plans and specifications on airside and landside projects including buildings and pavements
4. Planning Services; including, but not limited to, airside and landside services, ALP updates, etc.
5. Development of spot design service plans
  - a. Airfield electrical
  - b. Airfield pavement & markings
  - c. Architectural, interior design, LEED and renderings
  - d. Civil, landside paving & construction cost estimating
  - e. HVAC, plumbing & special use piping
  - f. Information technology
  - g. Landside street & building multi-voltage electrical
  - h. On-call construction team field reviews
  - i. Roofing & building envelopes
  - j. Structural design and City of KCMO special inspections
  - k. Surveying
6. Financial analysis of airport operations
7. Analysis of the airports capital improvement projects
8. Construction cost estimating
9. Project Management and administrative services
10. Other Design Services

## ATTACHMENT 2

### 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.



## Part III

### AIRPORT REQUIRED TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC§ 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

### C. Compliance with Nondiscrimination requirements.

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

1. **Compliance with Regulations:** In all its activities within the scope of its airport program, the Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other



sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

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

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

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

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

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

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

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

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





## **AIP**

A. The (Contractor, grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, contractor, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, right to use under contract, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri, will have the right to terminate the (license, permit, contract, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, contract, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri will there upon revert to and vest in and become the absolute property of City of Kansas City, Missouri and its assigns.

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

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

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

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

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

**SECTION 14. ACCOMMODATIONS.** Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices



for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

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

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

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

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

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

**SECTION 17. BUY AMERICAN PREFERENCE.**

**A. BABA.** Reserved.

**B. Construction Materials.** Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**CREO KC INSTRUCTIONS  
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

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

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

- A. The City has adopted an Economic Equity & Inclusion Goals--Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the Economic Equity & Inclusion Goals--MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following CREO KC Forms are attached and must be used for MBE/WBE submittals:
  - 1. Affidavit of Intended Utilization (CREO KC Form 13); and
  - 2. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8A); and
  - 3. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
  - 4. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
  - 5. Request for Modification or Substitution (CREO KC Form 11); and
  - 6. Contractor Affidavit for Final Payment (Form 01290.14); and
  - 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

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

proposed for use for MBE/WBE participation has been certified.

## II. Required Submissions with Proposal.

A. Proposer must submit the following document with its proposal:

1. **Affidavit of Intended Utilization (CREO KC Form 13).** This form states a Proposer's intent to use certified MBE/WBEs in the performance of the contract.

## III. Required Submissions Prior to Contract Award.

A. Proposer must submit the following documents prior to contract award.

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

## IV. Additional Required Submissions when Requested by City.

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

1. **Timetable for MBE/WBE Utilization (CREO KC Form 10).**
2. **Documentation of good faith efforts.**
3. **Design Professional must submit all subcontracts they hold with the subcontractors selected for the project.**

## V. Required Monthly Submissions during term of Contract.

A. Proposers must submit the following document on a monthly basis if awarded the contract:

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



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

- A. Proposer must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
  2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

## **VII. Additional Submittals.**

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

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

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

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (CREO KC Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of CREO KC will consider whether the Proposer has performed the following, along with any other relevant factors:
1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO KC no less than every three (3) months.
  2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO KC no less than every three (3) months.
  3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
  4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the CREO KC directory.
  5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
  6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs



and WBEs to submit a proposal.

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





when this documentation must be submitted.

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

A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (CREO KC Form 11)** prior to **actual substitution and within a reasonable time after learning that a modification or substitution is necessary**. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; and
2. The Proposer or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and
3. The Director also finds one of the following:
  - a. The listed MBE/WBE is non-responsive or cannot perform; or
  - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
  - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
  - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
  - e. The listed MBE/WBE is unacceptable to the contracting department; or
  - f. The listed MBE/WBE thereafter had its certification revoked; or

B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

#### **XI. Appeals.**

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

1. The grant or denial of a Request for Waiver;
2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
4. Liquidated Damages;

5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at CREO KC of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

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

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

## **XIII. Miscellaneous.**

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- C. Oral representations are not binding on the City.
- D. The City Council may waive the requirements of this document and the Program and award the contract to the best proposer if the City Council determines a waiver is in the best interests of the City.

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

- A. If Contractor fails to achieve the economic equity & inclusion goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

*[Specifier: The remainder of this document is applicable ONLY IF the RFQ/P is for a construction project that the City estimates will require more than 800 construction labor hours and cost in excess of \$300,000.00 to construct. If this is not applicable to your RFQ/P, delete the remainder of this document. Be sure to delete this note before printing]*

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

(THIS PART IS APPLICABLE TO CITY CONSTRUCTION CONTRACTS ESTIMATED BY THE CITY PRIOR TO SOLICITATION AS REQUIRING MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$300,000.00.)

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

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated costs that exceeds \$300,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the Proposer achieves at least twice the minimum participation. The successful Proposer may meet these company-wide goals by counting the Proposer's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the Proposer's job sites to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed the construction employment goals to receive approval from CREO KC, a Proposer not doing so is required to objectively demonstrate to CREO KC that good faith efforts have been made.
- C. The following CREO KC Forms are to be used for Construction Employment Program submittals using the B2GNow Diversity Management System:
  1. Project Workforce Monthly Report
  2. Company-Wide Workforce Monthly Report

### **II. Required Monthly Submissions during Term of Contract.**

- A. Proposer must submit the following documents on a monthly basis if awarded the contract:
  1. **Project Workforce Monthly Report.** This report is contract specific. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer's own workforce compliance data with regard to the City's construction contract. The



second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained on the City’s construction contract. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

2. **Company-Wide Workforce Monthly Report.** This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the Director by the 15<sup>th</sup> of each month using the B2GNow Diversity Management System. The first copy will be utilized to report the Proposer’s own workforce compliance data with regard to every contract (both privately and publicly funded) Proposer has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Proposer on every contract Proposer has in progress throughout the Kansas City metropolitan statistical area. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

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

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

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

- A. A Proposer is required to make good faith efforts to achieve the construction employment goals. If a Proposer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, a Proposer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of CREO KC. The Director will examine the Proposer’s request and the Proposer’s documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Proposer has made good faith efforts to secure minority and female participation.
- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following:
  1. For those Proposers that are not signatories to a collective bargaining agreement with organized labor:
    - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director’s recommendations; and
    - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and



- c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
  - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
  - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
  - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
  - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
  - h. Required by written contract that all subcontractors comply with the above efforts.
2. For those Proposers that are signatories to collective bargaining agreements with organized labor:
- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full-time career in the construction industry; and
  - b. Requested in writing from each labor union representing crafts to be employed that:
    - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
    - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
    - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
    - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
    - v. the JATC partner with workforce preparedness programs, community-based organizations, employment referral programs and school-sponsored programs to accomplish these goals.



- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
  - d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
  - e. To the extent the good faith efforts applicable to Proposers that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the Proposer in order to comply with the relevant bargaining agreement, the Proposer shall substitute other procedures as may be approved by the Director in writing.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

## **V. Appeals.**

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

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

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

## **VII. Miscellaneous.**



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

**VIII. Liquidated Damages; Suspension – Workforce Program.**

- A. If a Proposer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, in order to liquidate those damages, City shall be entitled to deduct and withhold the following amounts:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of three thousand dollars (\$3,000.00).

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, the sum of seven thousand dollars (\$7,000.00).

- B. In addition, Proposer shall be required to attend mandatory compliance training or be declared ineligible to contract with the City for a term provided herein, and as authorized by City's Code of Ordinances:

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has not previously failed to meet or exceed the goals within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be required to attend a mandatory training class on Workforce Program compliance.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on one prior occasion within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of thirty (30) days. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any

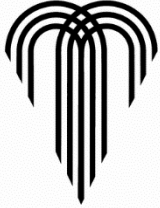


suspension arising hereunder.

If Proposer failed to meet or exceed the minimum employment goals or otherwise establish that Proposer is entitled to a waiver under circumstances in which Proposer has failed to meet or exceed the goals on two or more prior occasions within the twenty-four month period immediately preceding the completion of the work under the Contract, Proposer shall be suspended from participating, either as a contractor or subcontractor, on any future contract with the City for a period of six (6) months. Proposer waives any right to invoke any proceeding or procedure under Sections 3-321 of City's Code of Ordinances with regards to any suspension arising hereunder.







## CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

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

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

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
Department

\_\_\_\_\_  
(Bidder/Proposer)

STATE OF \_\_\_\_\_ )

) ss

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

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are \_\_\_\_\_% MBE and \_\_\_\_\_% WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

| **BIDDER/PROPOSER PARTICIPATION:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE

| **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ \_\_\_\_\_

4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein. (*All firms must currently be certified by Kansas City, Missouri*)

| Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_



Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

Name of M/WBE Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

I.R.S. No. \_\_\_\_\_

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

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

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

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



\_\_\_\_\_

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		\$ _____	_____ %	

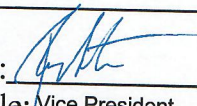
\*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract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

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

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

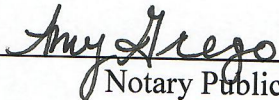
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting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

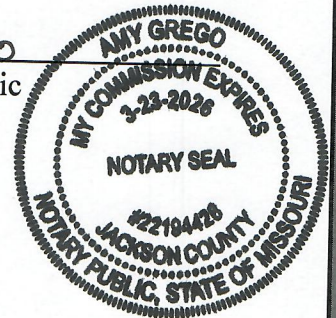
Bidder/Proposer primary contact: Burns & McDonnell - Pedro Constanzo - Vice President  
 Address: 9400 Ward Parkway  
Kansas City, MO 64114  
 Phone Number: 816-333-9400  
 Facsimile number: 816-822-3519  
 E-mail Address: pconstanzo@burnsmcd.com

By:   
 Title: Vice President  
 Date: 7/24/2024  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 24th day of July, 2024.

My Commission Expires: 3/23/2026

  
 Notary Public







# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Airport Facilities Development

Project Location/Number 62240579

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

Mechanical and Electrical engineering design services for airport facility design. This includes systems electrical engineering, HVAC design, and plumbing design.

for an estimated amount of \$ 160000 (or 8 % of the total estimated contract value.)

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

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

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

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

(1) Company name: Custom Engineering, Inc.

Full address: 12760 East 40 Highway, Independence, MO 64055

Street number and name	City, State and Zip Code
Joseph T. Davis, PE, LEED AP	816-350-1473

Name	Phone
a) This subcontractor is (select one): <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> N/A	

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

b) Scope of work to be performed: MEP Design for Airport Facilities

c) The dollar value of this agreement is: \$160,000

**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Co., Inc.

*[Signature]*  
Signature: Prime Contractor  
Vice President  
Title

Pedro Constanzo  
Print Name  
7/25/2024  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 25th day of July, 2024

My Commission Expires: 03/23/2026

*Amy Grego*  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Custom Engineering, Inc.

*[Signature]*  
Signature: Subcontractor  
CEO  
Title

Joseph T. Davis  
Print Name  
07/24/2024  
Date

State of MO )  
County of Jackson )

I, Joseph T. Davis, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of July 24, 2024

My Commission Expires: 08/08/2024

*Cindy A. Childers*  
Cindy A. Childers  
Notary Public

STAMP:

**CINDY A. CHILDERS**  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires 8/8/2024  
Commission # 16293934



# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Airport Facilities Development

Project Location/Number 62240579

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

Structural engineering for aviation facilities as well as construction phase services in association with the design drawings.

for an estimated amount of \$ 60,000 (or 3 % of the total estimated contract value.)

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

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

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

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

(1) Company name: DuBois Consultants, Inc.

Full address: 7611 State Line Rd., Kansas City, MO 64114

Street number and name	City, State and Zip Code
Primary contact: <u>Cervente Sudduth, PE, ENV SP / President</u>	<u>816-495-2563</u>

Name	Phone
------	-------

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

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

b) Scope of work to be performed: Structural Engineering and Construction Phase Services

c) The dollar value of this agreement is: \$60,000



**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Co., Inc.

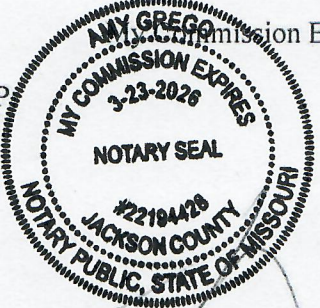
*[Signature]*  
Signature: Prime Contractor  
Vice President  
Title

Pedro Constanzo  
Print Name  
7/25/24  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 25th day of July, 2024



*[Signature]*  
Notary Public

MWDBE SUBCONTRACTOR BUSINESS NAME: DuBois Consultants, Inc.

*[Signature]*  
Signature: Subcontractor  
President  
Title

Cervente Sudduth  
Print Name  
07/24/2024  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 24th day of July, 2024

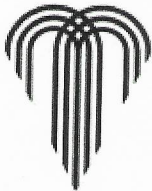
My Commission Expires: 04-27-2027

*[Signature]*  
Notary Public

STAMP:







# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Airport Facilities Development

Project Location/Number 62240579

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

Construction materials testing services in accordance with the facility design specifications.

for an estimated amount of \$ 20000 (or 1 % of the total estimated contract value.)

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

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

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

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

(1) Company name: Pfefferkorn Engineering & Environmental, LLC

Full address: 19957 West 162nd Street, Olathe, KS 66062

Street number and name	City, State and Zip Code
Primary contact: <u>Kate Pfefferkorn-Mansker, PE</u>	<u>913-231-2688</u>

Name \_\_\_\_\_ Phone \_\_\_\_\_

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

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

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

b) Scope of work to be performed: Construction Phase Services, Construction Material Testing

c) The dollar value of this agreement is: \$20,000





**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Co., Inc.

*[Signature]*  
Signature: Prime Contractor  
Vice President  
Title

Pedro Constanzo  
Print Name  
07/25/2024  
Date

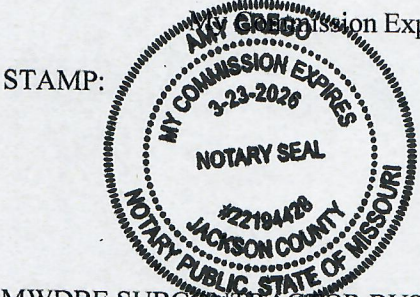
State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 25th day of July, 2024

My Commission Expires: 03/23/2026

*[Signature]*  
Notary Public



MWDBE SUBCONTRACTOR BUSINESS NAME: Pfefferkorn Engineering & Environmental

*[Signature]*  
Signature: SubContractor  
Owner / Director  
Title

Kate Pfefferkorn-Mansker, PE  
Print Name  
07/24/2024  
Date

State of Kansas )  
County of Johnson )

I, Kelley L. Cochran, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of July 24, 2024

My Commission Expires: 04/22/2027

*[Signature]*  
Notary Public





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Airport Facilities Development

Project Location/Number 62240579

Check one:

Original LOI:

Updated LOI:

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

Providing topographic surveying for all projects, as well as some civil design and construction phase services as requested.

for an estimated amount of \$ 40000 (or 2 % of the total estimated contract value.)

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

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

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

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

(1) Company name: TREKK Design Group, LLC

Full address: 1411 East 104th Street, Kansas City, MO 64131

Street number and name City, State and Zip Code

Primary contact: Kimberly Robinett 816-874-4655

Name Phone

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

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

b) Scope of work to be performed: Topographic Surveying, Civil Design, Construction Services

c) The dollar value of this agreement is: \$40,000





**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Co., Inc.

*[Signature]*  
Signature: Prime Contractor  
Vice President  
Title

Pedro Constanzo  
Print Name  
7/26/2024  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 26th day of July, 2024

My Commission Expires: 3/23/2026



*[Signature]*  
Notary Public

MWDBE SUBCONTRACTOR BUSINESS NAME: TREKK Design Group, LLC

*[Signature]*  
Signature: Subcontractor  
Survey Market Lead  
Title

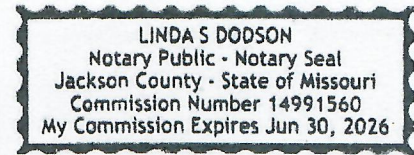
Travis Biddinger  
Print Name  
7/25/2024  
Date

State of Missouri )  
County of Jackson )

I, Linda S Dodson, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 25<sup>th</sup> day of July, 2024

My Commission Expires: 6/30/2026



*[Signature]*  
Notary Public

STAMP:



# LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Airport Facilities Development

Project Location/Number 62240579

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

Geotechnical investigation, including subsurface investigation, as well as construction phase material testing.

for an estimated amount of \$ 40000 (or 2 % of the total estimated contract value.)

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

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

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

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

(1) Company name: TSi Geotechnical, Inc.

Full address: 8248 NW 101st Terrace #5, Kansas City, MO 64153

Street number and name

City, State and Zip Code

Primary contact: Denise Hervey, Chairman, CEO 816-599-7965

Name

Phone

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

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

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

b) Scope of work to be performed: Geotechnical and Construction Phase Material Testing

c) The dollar value of this agreement is: \$40,000





**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Co., Inc.

*[Signature]*  
Signature: Prime Contractor  
Vice President  
Title

Pedro Constanzo  
Print Name  
7/25/2024  
Date

State of Missouri )  
County of Jackson )

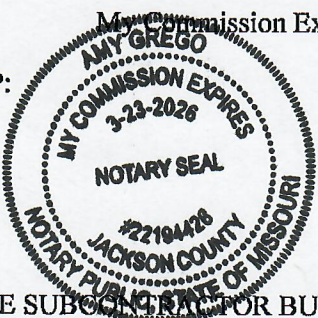
I, Amy Grego, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 25th day of July, 2024

My Commission Expires: 3/23/2026

*[Signature]*  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: TSI Geotechnical, Inc.

*[Signature]*  
Signature: Subcontractor  
Chairman, CEO  
Title

Denise B. Hervey  
Print Name  
07/24/2024  
Date

State of Missouri )  
County of St. Louis )

I, Denise B. Hervey, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 24th day of July, 2024

My Commission Expires: 9/25/27

*[Signature]*  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Airport Facilities Development

Project Location/Number 62240579

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

**PART 1:** Prime Contractor Burns & McDonnell Engineering Co., Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Wellner Architects + Engineers who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

All architectural design for the project as well as any construction phase services required to provide compliance with the design.

for an estimated amount of \$ 200000 (or 10 % of the total estimated contract value.)

M/WBE Vendor type:

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

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

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

Select one:

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

(1) Company name: Wellner Architects + Engineers

Full address: 1627 Main St., #100, Kansas City, MO 64108

	Street number and name	City, State and Zip Code
Primary contact:	<u>Julie Wellner</u>	<u>816-221-0017</u>

	Name	Phone
--	------	-------

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

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

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

b) Scope of work to be performed: Architectural Design, Construction Phase Services

c) The dollar value of this agreement is: \$200,000





**PART 3:**

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

PRIME CONTRACTOR BUSINESS NAME: Burns & McDonnell Engineering Co., Inc.

*[Signature]*  
Signature: Prime Contractor  
Vice President  
Title

Pedro Conzano  
Print Name  
7/26/2024  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this 26th day of July, 2024

My Commission Expires: 03/23/2026

*Amy Grego*  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: Wellner Architects + Engineers

*Julie Wellner*  
Signature: Subcontractor  
Owner / President  
Title

Julie Wellner  
Print Name  
7/25/24  
Date

State of Missouri )  
County of Jackson )

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

Subscribed and sworn to before me, a notary public, on this day of July 25, 2024

My Commission Expires: 5/15/26

Emily Foster  
Notary Public

STAMP:









# REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to CREO KC to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE 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)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % 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 CREO KC recommend or approve: (check appropriate space(s))

a. \_\_\_\_\_ A substitution of the certified MBE/WBE firm \_\_\_\_\_,  
*(Name of new firm)*  
 to perform \_\_\_\_\_,  
*(Scope of work to be performed by new firm)*

for the MBE/WBE 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 MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from  
 \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

**TO**

\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

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



\_\_\_The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

\_\_\_The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

\_\_\_The MBE/WBE 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 MBE/WBE 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 MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE 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)



# CREO KC MONTHLY REPORTING INSTRUCTIONS

## M/WBE Monthly Utilization Report Instructions

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

## Prevailing Wage Certified Payroll Report Instructions

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

## Workforce Monthly Report Instructions

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



# M/WBE Monthly Compliance Audit Online Reporting Instructions

## PRIME INSTRUCTIONS:

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

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

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

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

## SUBCONTRACTOR INSTRUCTIONS:

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

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

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

NOTE: Complete one M/WBE report per project.

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





## 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. \_\_\_\_\_ and Project Title \_\_\_\_\_.

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 and attach to the bid.

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

\*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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

My commission expires:

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



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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

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

STATE OF MISSOURI )

) ss:

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

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

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

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

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

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

City Certified MBE WBE DBE NA  
List certifications:

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

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

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

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

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

**NOTARY**

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

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

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

\_\_\_\_\_  
Title





# AUTHORIZATION TO RELEASE A REVENUE CLEARANCE LETTER

Revenue Division  
414 East 12<sup>th</sup> Street, 2<sup>nd</sup> floor, Room 202 W  
Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1264 email: [revenue@kcmo.org](mailto: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 <i>(PRINT)</i>	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 1<sup>st</sup> 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 <i>(PRINT)</i>	TITLE <i>(IF APPLICABLE)</i>
---------------------	------------------------------

SIGNATURE	PHONE NUMBER	DATE
-----------	--------------	------

**A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL**

**ATTACHMENT \_\_ - SECURITY CONTROL PROCEDURES**  
**CHARLES B WHEELER DOWNTOWN AIRPORT**

**1. Lock and Key Procedure**

A. MKC 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 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.

B. Key Custodian: An Authorized Signature Form must be on file in the Airport 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, Contractor or Aviation Department to request keys. The Key Custodian must have a valid airport issued photo identification/access badge authorized for the specific area of which the keys are requested.

C. Secured Area: The designated Key Custodian will be issued the requested number of keys upon presenting a signed Authorized Signature Form. Each organization has the option of controlling and issuing keys to individuals on a permanent or specific time basis, i.e., per shift. Keys will only be issued to individuals possessing a valid airport issued photo identification/access badge authorized for the specific area of which the key access is allowed. The Key Custodian must maintain a log to record keys issued to employees, containing the following information; employee name, date keys issued, reason for issuance, and length of time key is to be needed. A current copy of this log will be sent to the Airport ID Office on the first of each month.

AOA – Vehicle Post Gates not electronically controlled will be secured with chain and padlocks. The Key Custodian will issue employees on an individual basis only. To receive a key, the individual must have a valid airport issued photo identification/access badge authorized for the specific area of which the keys are requested. The Key Custodian must maintain a log to record keys issued to employees, containing the following information; employee name, date keys issued, reason for issuance, length of time key is to be needed, and date returned. A current copy of this log will be sent to the Airport ID Office on the first of each month.

The Aviation Department will be notified when there is no longer a need for access to a specific area or post gate by the Key Custodian. All keys will be returned to the Airport ID Office.

D. Penalties: A \$50 dollar fee will be charged by the Aviation Department to the organization for replacing each key reported lost, stolen, or not returned.

E. Record Keeping: The Airport ID Office shall maintain accurate records of the names of individuals who have been issued keys, number and type of keys issued, number and type of keys on hand, total number of keys in the system, location of each lock, and number of locks in use. Tenant, Contractor and organization managers shall maintain accurate records of the issuance, turn-in, and inventory of keys.

## 2. Identification Systems

A. General: No person shall be within the AOA of MKC without authorization. Any person found in the AOA without proper identification as described herein, shall be considered unauthorized, immediately removed from the AOA, and subject to prosecution.

B. Authority: The authority to approve, produce, issue and de-activate MKC Identification/Access Badges lies solely with the Kansas City Aviation Department.

- Prior to being issued an MKC photo identification badge for movement areas of the AOA, each Contractor must successfully complete a mandatory 3 hour training class on airport security awareness and driving on the AOA.
- No person shall produce, copy, issue, or use a similar identification badge at MKC.
- No person shall in anyway alter MKC Identification/Access Badges.
- MKC Identification/Access Badges are issued for the exclusive use of the individual identified thereon and remain the property of the Aviation Department at all times.

C. Display: All persons within the AOA of MKC shall display on their person, at all times while in the area, a valid identification badge issued or approved by MKC. Individuals in the 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.

### D. Responsibility

Each Contractor or subcontractor properly badged with a MKC photo identification badge (Yellow/Green) will be totally responsible for the actions of their employees who have only been issued a non-photo MKC color-coded (Yellow) Contractor ID badge.

All Contractors and subcontractor's employees will be issued a color coded Contractor badge without photo identification. Such employees will, at all times, remain under the supervision of a properly badged supervisor with a MKC issued movement photo identification badge (Yellow/Green) while operating on the AOA.

The Airport ID Office maintains control of badges. Equipment, card stock, unissued/recovered badges and records associated with the identification system are kept in the Airport ID Office at 300 Richards Road. Badges are issued to individuals corresponding to the security level/area for which they are authorized. Badge holders remain responsible and are held accountable for the use and control of the badge while in their possession.

The airport photo identification badge is valid for the project completion date, not to exceed 24 months. Each identification badge contains the following information:

#### Front of Badge

- Full face color photo of badge holder;
- Full name of badge holder, 'first name', and 'last name';
- Name of individual's employer;
- Badge control number;
- Expiration date;
- Color-code to indicate individual's authorized level of access and movement upon the airport;
- Name of Airport;
- Validation insignia;

### Back of Badge

- Magnetic strip with encoded access authorization information; and
- The following statements:

“I understand that this badge is the property of MCI Airport and must be worn at all times on the premises. It must be surrendered upon termination of employment or upon request of airport management.”

If found, mail to: Kansas City Aviation Department  
P.O. Box 20047  
Kansas City, Mo. 64145”

The extent of an individual’s access privileges are defined by color-coding as follows:

**Yellow/Green:** Authorizes Contractor unescorted access to all areas of the AOA including movement areas.

**Yellow/Red:** Authorizes Contractor access to non-movement areas of the AOA only.

**Yellow:** Authorizes Contractor access to the AOA must be under escort at all times.

E. Application: Prior to the issuance of any MKC identification/access badge, each tenant/company must have an Authorized Signature Form, 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 1 form of photo identification issued by a federal or state government authority, and ensure the printed name on the application is legible.
- Application form must be completed and signed by the applicant and an individual listed on the respective Authorized Signature Form.
- Drivers Movement/Non-Movement/AOA Certification Training Record must be completed and signed by the applicant and an authorized driving instructor. The Aviation Department provides AOA/Drivers training on an as-needed basis, as time permits.
- MKC Badge Request Form, must be completed and signed by the Contractor/tenant and must be on file in the Airport ID Office before any badge is issued. The form describes requirements for badges not returned, and badge renewals. The project completion date listed on the form will be the badge expiration, not to exceed 24 months. There will be a \$100 charge to replace a lost photo identification badge during the length of the project. Also, \$100 will be forfeited for every non-returned photo identification badge at the completion of the project.

F. 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), who is not displaying an airport approved identification badge inside the AOA in a manner prescribed herein, with unauthorized color-coding for the area, or with an expired badge, or displaying badge under false pretense, and immediately report the incident to Airport Security at (816) 797-5268. The challenge should be accomplished in a non-threatening manner, only when there is no perceived danger to challenger. The challenge requirement may also be satisfied when Airport Security is immediately notified of an unauthorized person on the AOA. Unauthorized persons shall be immediately escorted from the area and Airport Security notified.

G. Violations: Any individual found not displaying a proper identification/access badge, will be issued a written violation and taken to the Airport Security office. A company supervisor or above is required to respond to the Airport Security office and attest for that individual before being released. Any

individual found using another's badge will be issued a written violation and taken to the Airport Security office and the badge confiscated. A company supervisor or above is required to respond to the Airport Security office and attest for that individual before being released. The individual the badge is issued to must also respond to the Airport Security office to claim the badge. This individual may also be issued a written violation if deemed justifiable after investigation.

Any individual with 2 written violations will surrender the badge.

Any individual found on any portion of the AOA with no authorization and not under escort, is subject to arrest for trespassing and the incident will be reported to the TSA for possible federal prosecution.

All of the above incidents will be documented on a report by Airport Security and kept on file in the Airport ID Office.

### **3. Access and Vehicle Parking**

A. Contractor shall be responsible to insure that each person serving as a flagman or escort in the Airport Operations Area successfully completes the MKC Airport ground vehicle drivers training course prior to assuming and performing these duties.

B. Contractor acknowledges and accepts that the staging and parking overflow area behind the flood control levee on Lou Holland Drive (formerly used for valet parking) may not be available during periods of low visibility that requires aircraft to perform instrument approaches to Runway 19. Additionally, this area is located in a flood zone outside the protection of the levee. No material or equipment shall be stockpiled at that location or any equipment that cannot be relocated from this area within 48 hours.

C. Except when Lou Holland Drive is closed at the north end of the airport for aircraft instrument approaches during periods of low visibility, all construction truck traffic shall utilize the north loop of Lou Holland Drive to minimize heavy truck traffic adjacent to the south floodwall.

D. Contractor shall be responsible to insure that no private vehicles are allowed beyond the Access Control Points and are parked off road in a designated staging area.

E. Prior to start of work, Contractor shall place a temporary 6' chain link fence and a temporary gate to serve as an Access Control Point around each staging area to separate it from the Airport Operations Area (AOA).

F. Contractor shall post a Gate Guard at each Access Control Point to the Airport Operations Area (AOA) whenever the gate is open or unsecured. The Gate Guard shall be responsible to admit and record each vehicle entering and exiting the AOA on an approved Airport Gate Log. No private vehicles shall be allowed beyond the Access Control Point to enter the AOA. Contractor shall be responsible at all times to insure that only commercial vehicles used for valid construction or delivery purposes are allowed access to or permitted inside the AOA.

G. Where an active runway or taxiway intersects or otherwise separates work areas or construction phases, Contractor shall not assume access to and allow construction traffic to enter or cross runway or taxiway without ATC clearance and prior authorization by Airport Manager.

H. Contractor shall not under any circumstances utilize a flag person or escort vehicle to direct construction traffic across an active runway.

I. Contractor shall be responsible to contact Airport Operations prior to each construction shift to determine applicable construction truck traffic route and to remove or replace temporary barricades on the north loop of Lou Holland Drive accordingly.

J. Contractor shall be responsible to place temporary roadside marking devices on airport service roads to direct construction truck traffic to applicable route.

K. Contractor shall be responsible to immediately alter course of construction truck traffic on Lou Holland Drive, remove or replace temporary barricades on the north loop of Lou Holland Drive, and alter temporary roadside marking devices on airport service roads at the direction of Airport Operations subject to changes in cloud ceiling and visibility that require protection of the Runway 19 Glideslope Qualification Surface.

#### **4. Communications and Coordination**

A. Before commencing any activity beyond the limits of construction as shown on current approved plans, the Contractor shall first obtain the approval of the Airport Manager and then obtain clearance to proceed from the Air Traffic Control Tower. All vehicles operating on the AOA outside of a construction area shall be escorted unless the operator has successfully completed the MKC Airport ground vehicle driving course.

B. In the event of a vehicular or pedestrian incursion on an active runway or taxiway, the person responsible shall be subject to immediate and permanent removal from the AOA construction site and the Contractor to possible removal from the project.

C. Contractor shall insure that all flag persons and escort personnel inside the Airport Operations Area have successfully completed an MKC Airport ground vehicle driving course before performing these duties.

D. Contractor shall provide a qualified escort for all construction and delivery vehicles entering the AOA beyond an Access Control Point unless the vehicle operator has successfully completed the MKC Airport ground vehicle drivers training course.

E. The Contractor shall expedite the removal of all personnel from the AOA when advised of an impending aircraft emergency described as an Alert 2 or 3.

F. Prior to start of each phase of construction, Contractor shall require their employees and those of each sub-Contractor to attend a one-hour safety meeting at a place and time to be determined by the Aviation Department. The Aviation Department shall have sole discretion as to the content of the safety meeting. Those Contractor personnel and sub-Contractors not on job site at the start of a construction phase shall be required by the Contractor to attend a one-hour safety meeting prior to assuming their duties on the job site. The Aviation Department shall have sole discretion as to determining which sub-Contractors must abide by this requirement.

G. Contractor shall require the attendance of each sub-Contractor at a weekly construction meeting at a place and time to be determined by the Aviation Department. Contractor shall develop an agenda for and conduct each meeting according to guidelines specified by the Aviation Department, to include progress made since last meeting, discussion items, and projected work schedule for the following week.

H. Contractor shall temporarily suspend construction and remove all construction personnel from airfield or airport at the request of the Aviation Department as directed by lawful authority or

circumstance related to national or local emergency, Presidential or other visit under U.S.S.S. protection, FAA instrument landing system flight check, or the onset of adverse weather conditions to include severe weather, high winds, freezing precipitation, or fog, with such work suspension incidental to work performed.

## **5. Equipment and Stockpile Height**

A. As required, Contractor shall submit FAA Form 7460-1 to the FAA as soon as possible and no later than 90 days prior to arrival of material or equipment on the airport to insure timely FAA approval.

B. Contractor shall notify Airport Manager 72 hours in advance whenever the height of any equipment or material stockpile is expected to penetrate a runway approach surface, to include use of any crane or boom truck.

## **6. Excavation and Trenches**

A. Contractor shall notify Airport Manager 72 hours in advance whenever an open trench or excavation is to be located in or near a runway or taxiway safety area.

## **7. Night and Weekend Work**

A. For all work during periods of darkness or low visibility, Contractor shall coordinate the location and direction of construction work lights and vehicle headlights with Airport Operations and Air Traffic Control so as not to interfere with normal and safe airport operations.

B. Night work shall be conducted only between the hours of 10 PM to 6 AM with liquidated damages in the amount of \$500 assumed by the Contractor for every 15 minute delay beyond 6 AM completion time with an additional \$500 damages assumed by the Contractor each day for any delay in excess of 5 minutes beyond 6 AM completion time. Weekend work shall be conducted continuously from 11 PM Friday through 5 AM Monday with liquidated damages in the amount of \$500 assumed by the Contractor for every 15 minute delay beyond 5 AM completion time with an additional \$500 damages assumed by the Contractor for each occurrence for any delay in excess of 5 minutes beyond 5 AM completion time.

## **8. Traffic Control**

A. Contractor shall provide a Gate Guard at each AOA Access Point to check in and check out each vehicle entering and exiting the airfield on an approved Airport Gate Log and turn in all gate logs to Airport Security on a daily basis. Whenever a Gate guard is not posted, the Contractor shall be responsible to close and secure the AOA Access Point with a chain and padlock.

B. Except when Lou Holland Drive is closed at the north end of the airport for aircraft instrument approaches during periods of low visibility, all construction traffic shall utilize the north loop of Lou Holland Drive to minimize heavy truck traffic adjacent to the south floodwall.

## **9. Other Safety Requirements**

A. Contractor shall maintain a vacuum street sweeper and power broom on site and operate as needed to promptly remove any debris on airfield pavement which may cause foreign object damage to aircraft for which Contractor shall be responsible.



B. Contractor shall notify airport operations as to status of each airfield lighting circuit and the identification of any non-operational lighted signs and airfield lighting at the end of each workday.

C. Contractor shall be responsible to cooperate with any investigation of airfield incident by the Aviation Department or other lawful authority and to provide the name of any person involved in an accident or serious incident on the job site related to construction activity, to include vehicular and pedestrian deviations or incursions of any nature.

## **10. General Notes**

A. Prior to start of work, Contractor shall place a temporary 6' chain link fence at the boundaries of each staging area where it borders the AOA. The Contractor shall install no more than one temporary gate to the AOA from each staging area to serve as an Access Control Point.

B. Prior to start of work, Contractor shall place an orange silt fence and low profile barricades to delineate the boundaries of construction in coordination with Airport Operations.

C. Prior to start of work, Contractor shall coordinate with FAA Airways Facilities to place orange silt fence to delineate boundaries of all FAA NavAids and to locate FAA buried cable near construction activity. The Contractor shall assume all responsibility for damage to FAA Navigational Aids and buried cable.

ATTACHMENT \_\_  
**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 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 AA AE 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 1<sup>st</sup> day of the month. Each company is instructed, by an accompanying letter, to return the Active Badge Report no later than the 15<sup>th</sup> of the month, or their service is discontinued pending receipt of the report. In addition, random monthly "spot checks" will be conducted physically – or by way of facsimile request – to the active companies' management by the ID Office manager that will include all identification/access badge holders. Each active company will be "spot checked" at least one annually.

## **G. Training**

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

**ATTACHMENT \_\_**  
**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 1/10<sup>th</sup> 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 1<sup>st</sup>, 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.



# COMPUTER-AIDED DESIGN (CAD) STANDARDS

Last Revision: Dec. 5, 2022

## Preface:

The acronym 'CAD' refers to a 'Computer Aided Design' workflow (as opposed to a hand drafting workflow). A Building Information Modeling (BIM) workflow is often a subset of a broader Computer Aided Design (CAD) process. A CAD workflow may include Civil, BIM and/or Geographical Information System (GIS) data. The 'CAD' acronym is NOT being used in this document as an abbreviation for the 'Autocad' brand of Autodesk software products.

The following CAD standards are required for all work done by design professional consultants when performing 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 CAD data documenting the project which is clean, accurate and well organized.

**"Record Drawing" = The final state of the issued construction drawings once all addendums, change directive instructions, Request For Information (RFI) responses, etc. have been incorporated into them such that their state then accurately reflects the "as-built" condition.**

**"As-Built" CAD models, which accurately mirror the new conditions as reflected in the final 'record drawings', shall be provided to KCAD at the conclusion of the construction project.** When those modifications affect a KCAD building the design professional(s) shall provide BIM model data in Revit file format (*filename.rvt*); when those modifications affect site conditions model data in Autocad file format (*filename.dwg*) shall be provided. Components within the final delivered CAD models, whether building or site related, shall be modeled at a Level of Development (LOD)\* *specified as appropriate for their "as-built" condition given the project's defined scope of work and its impact on the existing KCAD site and/or building(s).*

- It is anticipated that design professionals perform their work natively in either a 3-Dimensional Revit BIM workflow or a similarly cohesive 3D Civil3D based workflow, dependent upon the nature of the modification(s) undertaken. In the uncommon instance where a native RVT or DWG file format based workflow is not optimal and thus a file conversion process is required at project closeout to satisfy the CAD model deliverable requirement consultant shall coordinate with KCAD Planning & Engineering beforehand to assure an approved acceptable product and smooth receipt of their final CAD model file(s).
- For renovation or tenant modification projects KCAD will provide existing conditions model(s). Rather than producing their new design documents directly within those received files consultants shall treat them as linked/referenced existing condition models, modifying them only to move existing model components onto demolition phases/layers, and thus generate their new designs from new CAD model file(s). All of these files shall become the as-built CAD models which are then delivered to KCAD upon project closeout.
- The prime/lead design consultant on new building or additions to existing buildings projects must coordinate with KCAD Engineering & Planning regarding Cobie\*\* Facility Management (FM) tracking requirements on select KCAD maintained asset components. Dependent upon the size and scope of the project a BIM Execution Plan, approved by KCAD Planning & Engineering, documenting the project team's strategy for accommodating KCAD's FM needs may be required.

**All CAD models must be properly located in the NAD83 Missouri State Plane Coordinate System. No Exceptions.**

KCAD may require partial submittals of CAD 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.

These CAD standards are intended to be neither static nor all-inclusive and they will be updated and enhanced as needed by KCAD.

\* = LOD Specification publication is available at this website: [bimforum.org/resources](http://bimforum.org/resources)

\*\* = Cobie Specification (a section of US National BIM Standard publication) information is available at these websites: [wbdg.org/bim/cobie](http://wbdg.org/bim/cobie) or [cobiecert.buildingsmart.org/resources/downloads](http://cobiecert.buildingsmart.org/resources/downloads)



# City of Kansas City, Missouri Aviation Department

## I. Software Independent Criteria

- Media – Final Bid Documents and Record Drawing submittals in PDF file format shall be required on CD or USB Flash Drive. Full size prints may be required for post-bid, pre-construction meetings. **If files are downloaded from an FTP site or Drop box, a flash drive or CD copy is still required.**
- Final Record Drawings (*filename.pdf*) deliverable – A ‘record drawing’ version of each final construction document is required at the completion of every KCAD project. As-built information appearing on a final sheet which had not appeared on it at its latest official issue shall be tracked with revision clouds and associated delta triangle symbols corresponding to a final revision block entry. A stamp denoting “Record Drawings”, “As-Built”, “As-Constructed” or “Conforming to Construction Records” shall be placed on each sheet to record the finality of its condition.
  - ‘Record Drawing’ file names – One pdf file per each ‘Record Drawing’ sheet. File names shall adhere to this syntax:  
*KCADprojectNumber\_SheetNumber-SheetTitle.pdf*
- Sheet Numbers – Numbering of sheets within the document sets shall comply with the alpha-numeric sheet numbering schema as described in the ‘Uniform Drawing System’ (UDS) portion of the US National CAD Standard (NCS) or as specified in a pre-approved project equivalent schema.
- Drawing Units - All entities shall be modeled at 1:1 true scale. All CAD files must reflect true design units; drawings shall, of course, be dimensioned to the designer’s intended tolerance but the accuracy of the dimensions, and thereby the accuracy of the model, shall be set down to at least the nearest 1/256” and all dimensions placed shall be ‘intelligent’ such that they understand and reflect their actual values. Replacing intelligent dimension text values with non-intelligent overlay text or reducing the global accuracy settings in a model such that its dimensions round their values to a larger increment are NOT acceptable practices.
- Text – Only Windows True Type Fonts (*filename.ttf*) shall be used. Other than special title block related graphics please restrict usage to the following fonts: Arial, Arial Narrow, Arial Black, Times New Roman, RomanT, RomanD, RomanS. Text sizes, weights and fonts shall be used in a manner that enhances readability and intent of the design information. Minimum text height = 3/32” at full size prints.
  - Abbreviations – A standard abbreviations list shall be included within the drawing set which includes all abbreviations in use throughout the set. When a particular industry standard abbreviation is listed in the standard abbreviations section of the UDS that is the KCAD preferred abbreviation for that term.
- Consistency - CAD output shall be consistent in all symbology, font usage, abbreviations and entity construction and it shall be consistent in all other methods of organization. There shall 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.
- Title block/border - The standard KCAD title block/border sheets (supplied by KCAD) shall be used for all project sheets among all design disciplines. No other title block/border sheets shall be allowed unless pre-approved by KCAD.
- Cover Sheet - The standard cover sheet shall be supplied by KCAD. Cover sheets are not numbered as part of a drawing set. When submitting a set of Drawings its progress status (Bid Set, Record Drawings, etc.) shall be noted on the cover sheet. Cover sheets require approval signature of the Deputy Director of Aviation, Planning & Engineering Division before final bid document sets are distributed. The cover sheet shall not be used for index information or for engineer/architect seals; drawing indexes shall reside after the cover sheet.

\* = The NCS publication is available at these websites:

[nationalcadstandard.org](http://nationalcadstandard.org) or [csiresources.org/standards/ncs](http://csiresources.org/standards/ncs) or [nibs.org/projects/united-states-national-cad-standard-ncs](http://nibs.org/projects/united-states-national-cad-standard-ncs)



## City of Kansas City, Missouri Aviation Department

### II. Software Specific Criteria

- All electronic files submitted shall be provided in KCAD's current software versions:
  - **Autodesk Revit & RevitLT = Release 2019.**
  - **Autodesk Civil3D & Map3D = Release 2019 or later**
- Final site related CAD models (*filename.dwg*) deliverable – **All site related files must be properly positioned in the NAD83 MO state plane coordinate system. All Model data shall reside in a ModelSpace and all title block sheet related data shall reside in a PaperSpace layout.** Plotting instructions, any related cell/block libraries, ctb files, all raster image attachments, any OLE linked files, and all non-CAD graphic files produced in relation to the CAD models shall be included in the final delivery. *All necessary reference files shall be included and attached with any submittal. Bound files may, with prior KCAD approval, be an acceptable delivery alternative.*
  - CAD Model file names – Unless a consultant's proposed schema for CAD model file naming has been approved by KCAD beforehand all CAD model file naming shall adhere to this syntax:  
*KCADprojectNumber\_1-4characterDisciplineDesignator-AbbreviatedFirmName-OptionalDescriptor.DWG*
  - Autocad Layers - Layer Names shall adhere to the layer name schema described in the AIA CAD Layer Guidelines as included in the current published version of the NCS. When a specific layer name is listed in the guidelines for a specific usage that is the KCAD preferred syntax for that layer's name. Either the full or abbreviated layer naming version of the schema is acceptable.
  - Linestyles / Linetypes – Line style patterns, usage of line thicknesses to provide appropriate contrast, etc. at printed sheets shall adhere to industry standards defined in the UDS portion of the NCS. All custom linestyles and linetypes (ie: supplemental to default Autodesk delivered ones) that are used in DWG files shall be supplied to KCAD by the design consultant.
  - Layout Views – Architect/Engineer seals should, of course, be removed from them but the individual Layout views pertaining to each pdf record drawing/sheet shall be retained in the final delivered model files. The names of those sheet Layout views shall include the sheet number corresponding to the printed record drawing/sheet to which they pertain.
- Final building related CAD models (*filename.rvt*) deliverable – **All project team Revit models shall reside in a shared coordinate system which has been properly coordinated with the NAD83 MO state plane coordinates defined in the project's 'master' Civil dwg file. All linked files shall be included with any submittal.**
  - BIM Model file names – Unless a consultant's proposed schema for BIM model file naming has been approved by KCAD beforehand all BIM model file naming shall adhere to this syntax:  
*KCADprojectNumber\_1-4characterDisciplineDesignator-AbbreviatedFirmName-OptionalDescriptor-RevitVersionNumber.RVT*  
If/when Revit models become backward compatible that version number suffix will no longer be required.
  - Sheet Views - Architect/Engineer seals should, of course, be removed from them but the sheet views corresponding to each issued pdf record drawing/sheet shall be retained in the final delivered model files. The names of those sheet views must include the sheet number corresponding to the printed record drawing/sheet to which they pertain.
    - The exporting of 2D dwg files from each sheet view corresponding to an issued record drawing is an acceptable alternative to retaining those sheet views within the final delivered model. In this alternate delivery scenario the name of each exported dwg file shall match exactly the file name syntax of the pdf versions of those 'record drawing' sheets.

## ATTACHMENT \_\_\_\_

### 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 # [10 Font]

### 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 Sara Hurst, Contract Administrator, at (816) 243-3052.**

**ATTACHMENT**  
**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

On this 11th day of July, 2024, before me appeared Pedro Constanzo, 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:

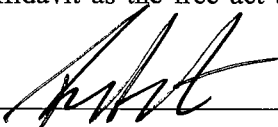
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Aviation Vice President (title) of Burns & McDonnell Engineering Co. Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

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

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

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

  
\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this 11<sup>th</sup> day of JULY, 2024.

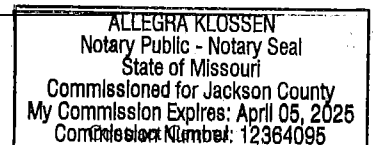
  
\_\_\_\_\_  
Notary Public

My Commission expires: April 5, 2025

Employee Eligibility Verification Affidavit 040209

I:\PD\KCI\62240579 - Airport Facilities Development\Design\Agreement\Front Ends Agreement\21 Attachment Employee

Eligibility Verification Affidavit 040209.doc



Aviation Department - Date

Attachment - 1

Company ID Number: 34471

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Burns and McDonnell Engineering Co, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 34471

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Burns and McDonnell Engineering Co, Inc.
Company Facility Address	9400 Ward Parkway Kansas City, MO 64114
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	430956142
North American Industry Classification Systems Code	541
Parent Company	Burns and McDonnell Inc, Co
Number of Employees	5,000 to 9,999
Number of Sites Verified for	48 site(s)



# ATTACHMENT \_\_ SUBCONTRACTORS LIST

Project Number 62240579 \_\_\_\_\_ Project Title Airport Facilities Development \_\_\_\_\_

Contractor Burns & McDonnell Engineering Co., Inc. Date 7/22/2024

Firm, Address, Contact	Phone, FAX and e-mail	Scope of Work (i.e Supplier, Consulting Firm, Electrical)
Custom Engineering, Inc. 12760 East 40 Highway, Independence, MO 64055 Joseph T. Davis, PE, LEED AP, CEO	Phone: 816-350-1473 Fax: 816-350-1579 E-Mail: JTDavis@cusomengr.com	Mechanical, Electrical, and Plumbing Design
TSi Geotechnical, Inc. 8248 NW 101st Terrace #5, Kansas City, MO 64153 Denise Hervey, CEO	Phone: 816-599-7965 Fax: 314-227-6622 E-Mail: dhervey@tsigeotech.com	Geotechnical Engineering, Construction Material Testing
DuBois Consultants, Inc. 7611 State Line Rd., Kansas City, MO 64114 Cervente Sudduth, PE, ENV SP, President	Phone: 816-495-2563 Fax: 816-333-7722 E-Mail: csudduth@duboisengrs.com	Structural Engineering
TREKK Design Group, LLC 1411 East 104th Street, Kansas City, MO 64131 Kimberly Robinett, CEO / Managing Member	Phone: 816-874-4655 Fax: 816-874-4665 E-Mail: krobinett@trekkdesigngroup.com	Topographic Surveying, Civil Engineering Design
Wellner Architects + Engineers 1627 Main St., #100, Kansas City, MO 64108 Julie Wellner, AIA, Owner / Principal	Phone: 816-221-0017 Fax: 816-221-9456 E-Mail: JWellner@wellner.com	Architectural Design
Pfefferkorn Engineering & Environmental 19957 West 162nd Street, Olathe, KS 66062 Kate Pfefferkorn-Mansker, PE	Phone: 913-490-3967 Fax: 913-426-9138 E-Mail: kate.p@p-e2.com	Construction Materials Testing

**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, AOA's, or SIDA's 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

\_\_\_\_\_  
Employer

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

\_\_\_\_\_  
Date

---

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

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

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

<u>Printed Name:</u>	<u>Signature:</u>	<u>Title:</u>	<u>Telephone:</u>	<u>E-Mail:</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Revised: April 2009

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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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**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.6/1/04

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

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

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

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

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

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

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

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

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

Rev. 6/1/04

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

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

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

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

**AIRCRAFT OPERATORS:**  
MCI shall accept certification from Aircraft Operators for each aircraft operator employee and contractor seeking unescorted access authority to the Secured Area and SIDA under the provisions of TSR Parts 1542.209 and 1544.229.

**FEDERAL, STATE, and LOCAL GOVERNMENT:**  
As a condition of employment, the employee has been subjected to an employment investigation which included a criminal records check.

**CONTINUOUS EMPLOYMENT – UNESCORTED ACCESS:**  
The employee has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, aircraft operator, or contractor to such an entity, and the employee's grant for unescorted access authority was based upon a fingerprint based CHRC through TSA or FAA.

**CONTINUOUS EMPLOYMENT – SCREENERS:**  
The employee has been continuously employed by an aircraft operator or aircraft operator contractor in a position with authority to perform screening functions, and the employee's grant for unescorted access authority was based upon a fingerprint based CHRC through TSA or FAA.

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

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

\_\_\_\_\_  
Date

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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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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 12<sup>th</sup> Street, Arlington, VA 20598. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

I understand and verify through my signature below there is a **\$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

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. 522.

**Attachment 10  
Revised: Dec 2019**

**Page 3 of 4**



**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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**Attachment 10**  
**Revised: Dec 2019**

**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.

Revised March 2018

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.**

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

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

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

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

Revised March 2018

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

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

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

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

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

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

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

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

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

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

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

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Robin.McDaniel-Beck@kcmo.org.**



## 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)		
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	2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
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	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. U.S. Military card or draft record	
	6. Military dependent's ID card	5. Native American tribal document
	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	
10. School record or report card	7. Identification Card for Use of Resident Citizen in the United States (Form I-179)	
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	11. Clinic, doctor, or hospital record	8. Employment authorization document issued by the Department of Homeland Security
	12. Day-care or nursery school record	
	For persons under age 18 who are unable to present a document listed above:	

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**

<b>Code:</b>	<b>Description:</b>	<b>Code:</b>	<b>Description:</b>	<b>Code:</b>	<b>Description:</b>	<b>Code:</b>	<b>Description:</b>
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 & Cartier 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	JJ	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 Comoros Islands)	GO	Glorioso Islands	KI	Kingman Reef
BF	Bassas Da India	DH	Benin (formally 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 Pottawatomie 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**

<b>Code:</b>	<b>Description:</b>	<b>Code:</b>	<b>Description:</b>	<b>Code:</b>	<b>Description:</b>	<b>Code:</b>	<b>Description:</b>
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	Bonaire (Netherlands Antilles)	RU	Romania	TY	Turkey
MA	Massachusetts	NY	New York	RV	Socialist Republic of Vietnam	TZ	Tanzania, United Republic of
MB	Manitoba	NZ	New Zealand	RW	Rwanda	UC	Turtle Mtn. Band of Chipewa
MC	Michoacan	OA	Oaxaca	RY	Republic of Yemen	UG	Uganda
MD	Maryland	OC	Macao	SA	Sierra 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	Oneida Tribe of Indians of Wisconsin	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	Pitcairn, Henderson, Ducie, & Oeno Islands	SO	Sonora	VV	Saint Vincent & the Grenadines
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	Trucial States (Now United Arab Emirates)	WS	Western Samoa
NE	Holland (Netherlands)	PS	Saint Pierre & Miquelon	TD	Trust Territory of the Pacific Islands	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	People's Republic of China	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	Nevis & Saint Christopher "Kitts"	ZI	Canary Islands
NS	Nova Scotia	RH	Rhodesia (now Zimbabwe)	TT	Trinidad & Tobago	ZM	Zambia

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

<b>Code: Description:</b>	<b>Code: Description:</b>	<b>Code: Description:</b>	<b>Code: Description:</b>
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**

<b>Code: Province:</b>	<b>Code: Province:</b>	<b>Code: Province:</b>	<b>Code: Province:</b>
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**

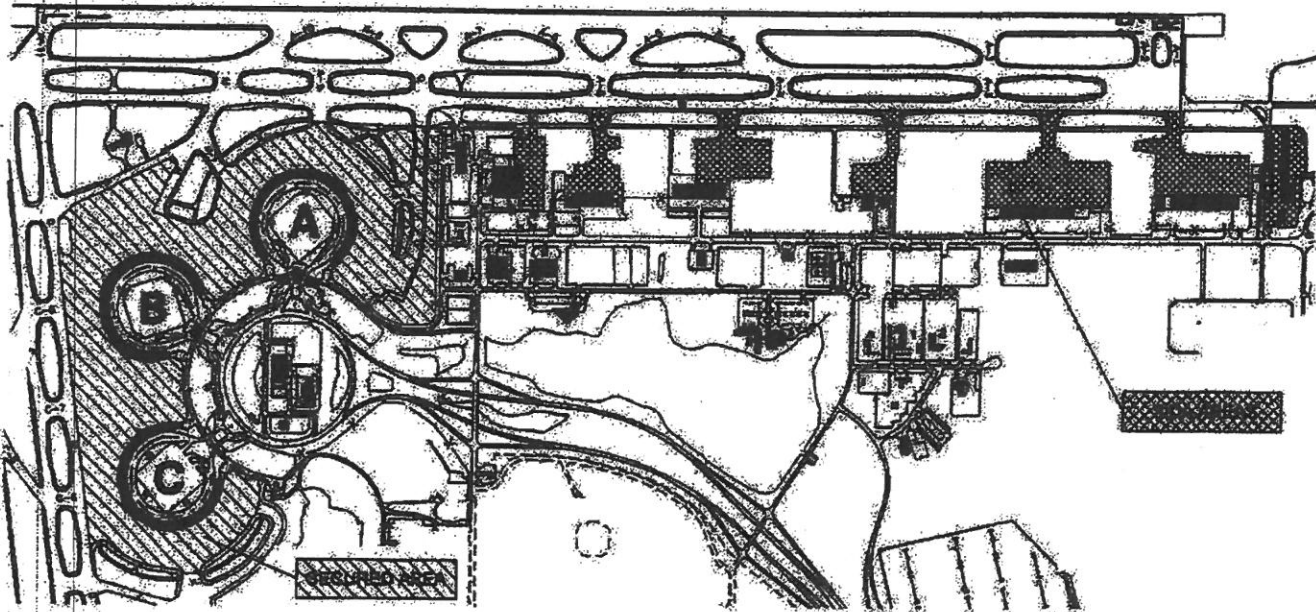
<b>Code: Description:</b>	<b>Code: Description:</b>	<b>Code: Description:</b>	<b>Code: Description:</b>
AG    Aguascalientes	DO    Durango	NL    Nuevo Leon	TB    Tabasco
BA    Baja California	GR    Guerrero	OA    Oaxaca	TL    Tlaxcala
BJ    Baja California Sur	GU    Guanajuato	PB    Puebla	VC    Veracruz
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 Bunker</i>
DATE SEP 25 2014

Rev. 01/04

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

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

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

The primary contractor also understands 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 \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Date \_\_\_\_\_

Contractor Name \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Date \_\_\_\_\_


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

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

Rev. 9/18/14

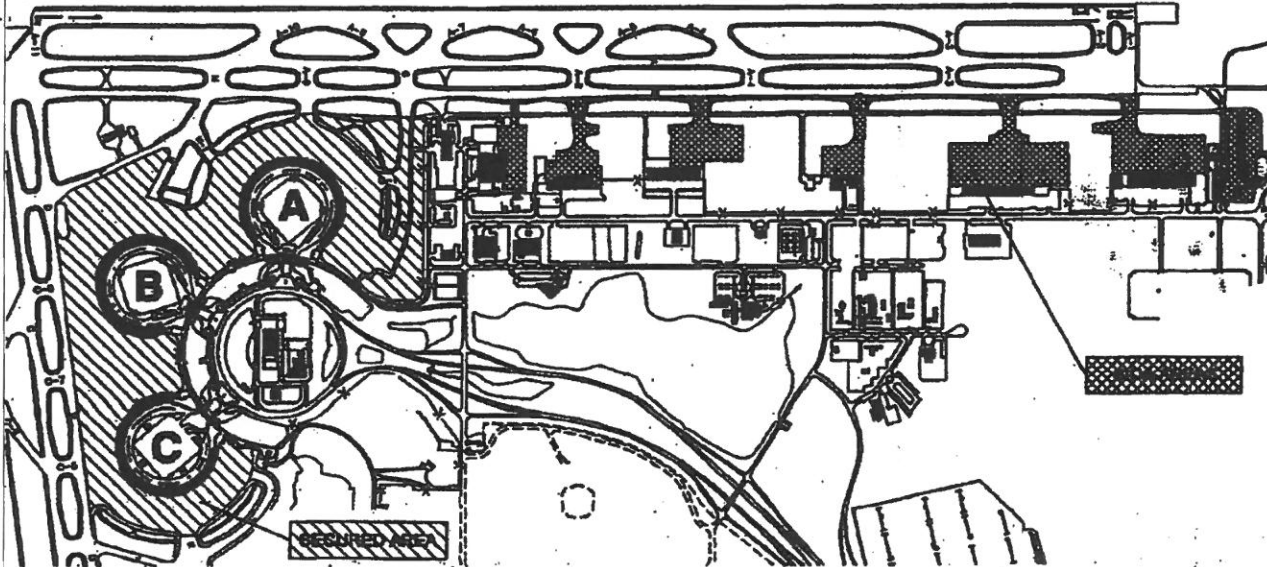
**SENSITIVE SECURITY INFORMATION FOR OFFICIAL USE ONLY WARNING:** This document contains Sensitive Security Information that is controlled under 49 CFR Part 1520. No part of this document may be released to persons without a need to know, as defined in 49 CFR 1520, except with the written permission 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.

Attachment 13

APPROVED 	
DATE	SEP 25 2014



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



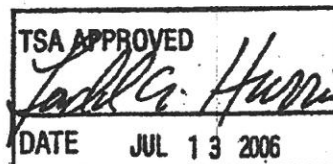
**Secured Area** - The boundaries of the Secured Area at MCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to terminal buildings, and extend out to where the active taxiways begin. The Secured Area includes a small portion of taxiways and access roads adjacent 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.*



Rev. 7/13/2006

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# EXPERIENCE AND REFERENCE SUMMARY


Project Number: 62240579 \_\_\_\_\_

Project Title: Airport Facilities Development \_\_\_\_\_

<b>Firm's Legal Name</b>	<b>Burns &amp; McDonnell Engineering Company, Inc.</b>
<b>Mailing Address</b>	<b>9400 Ward Parkway, Kansas City, MO 64114</b>
<b>Contact – Name &amp; Email</b>	<b>Jason Fuehne &amp; <a href="mailto:jfuehne@burnsmcd.com">jfuehne@burnsmcd.com</a></b>
<b>Contact – Phone &amp; Fax</b>	<b>(913) 424-8878</b>

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	Delta Air Lines Reconfiguration Program LGA Queens, NY	Maria Martinson, (929) 224-6615 Central Terminal Drive East Elmhurst, NY 11371	2017-2026 (est.)	\$4 Billion
2.	Terminal Building Program Management COU Columbia, MO	Mike Parks, (573) 817-5064 11300 South Airport Drive Columbia, MO 65201	2019-2023	\$24 Million
3.	New Terminal 6 JFK Queens, NY	Andrew Singh, (917) 873-4601 295 Madison Avenue New York, NY 10017	2019-2028 (est.)	\$4.2 Billion
4	Midfield Satellite Concourse LAX Los Angeles, CA	David J. Kim, (424) 646-5861 100 World Way Los Angeles, CA 90045	2015-2022	\$2 Billion
5	New Terminal Program Management MSY Kenner, LA	James McCluskie, (504) 202-7638 900 Airline Drive Kenner, LA 70062	2017-2021	\$1 Billion
6	Central Utility Plant IND Indianapolis, IN	Neal Jenkins, (317) 319-4914 7800 Col. H. Weir Cook Memorial Drive Indianapolis, IN 46241	2022-2026 (est.)	\$1 Million
7	On-Call Retro-Commissioning Program DFW Dallas, TX	Eduardo N. Tovar, (972) 973-6114 2400 Aviation Drive Dallas, TX 75261	2019-2024	\$75 Million
9	Terminal 2 STL St. Louis, Missouri	Ryan Barry, (314) 551-5022 Lambert International Boulevard St. Louis, MO 63145	2019-2025 (est.)	\$3 Million
10	West Side Electrical Upgrade MKC Kansas City, MO	Jade Liska, (816) 243-3045 601 Brasilia Avenue Kansas City, MO 64153	2017-2020	\$1.85 Million



	Issuance Date: <i>02/28/2024</i>	Effective Date: <i>05/18/2023</i>	Last Review Date: <i>08/30/2023</i>	Page: <i>1 of 3</i>
Distribution: <i>INT</i>	Scope: <i>BMC, COR, BWE, EPM, FES, CSR, MXS, CAN, UKO</i>			Revision # <i>2</i>
Approver: <i>Renee Gartelos</i>	Owning Group:			
<b>EQUAL EMPLOYMENT OPPORTUNITY POLICY</b>				

## Purpose

The purpose of this policy is to outline the company's equal employment opportunity policy.

## Policy

Burns & McDonnell offers equal opportunity for all qualified persons in all aspects of employment, including but not limited to hiring, compensation, benefits, transfers, promotions, training, and other terms and conditions regardless of race, creed, color, religion, sex, pregnancy status (including pregnancy, childbirth, or related medical conditions), age, national origin, ancestry, military status, disability, family care status, protected veteran status, marital status, sexual orientation, gender identity, citizenship status, genetic information, or other status protected by applicable law.

To fulfill the company's affirmative action obligations, Human Resources may ask job seekers and employees to self-identify their race, sex, disability, and/or veteran status. Such disclosures are voluntary and confidential, and they will not be used to make any decisions related to the individual's employment.

## Accommodations

Burns & McDonnell will provide reasonable accommodations for a physical or mental impairment that substantially limits an individual's ability to perform the essential functions of their job, provided such accommodation does not impose an undue hardship on the company's business. If a job seeker or employee believes they require accommodation, they should submit an [accommodations request form](#) and/or contact Human Resources.

Individuals requesting accommodation for deeply held religious beliefs should submit an [accommodations request form](#) and/or contact Human Resources.

## Scope

Entities covered by this policy:

Direct Hire Entities:

Domestic (United States) Entities:	
X	Burns & McDonnell Engineering Company, Inc.
X	Burns & McDonnell Corporate Services, Inc.
X	Burns & McDonnell Western Enterprises, Inc.
X	Environmental Properties Management, LLC

*The printed version of this document is not a controlled distribution and may become out of date. Please refer to the Policy Hub on MacCentral to access the current document.*

X	Facility Engineering Services, LLC
	AZCO INC.
	Azco Construction, Inc.
X	Ref-Chem, L.P. ( <i>Constructors</i> )
International Entities:	
	Burns & McDonnell Engineering India Pvt. Ltd.
X	Burns & McDonnell Canada Ltd.
X	B&MCD Engineering, S.A. de C.V. ( <i>Mexico</i> )
X	B&MCD Services, S.A. de C.V. ( <i>Mexico</i> )
	Burns & McDonnell Asia (Philippines), Inc.
X	Burns & McDonnell Europe (UK) Limited

Direct Project ONLY Entities:

Domestic (United States) Entities:	
	Burns & McDonnell Caribbean (Puerto Rico), P-LLC
	Burns & McDonnell Architecture, P.C.
	Burns & McDonnell EGS, P.C.
	Burns & McDonnell Consultants, Inc.
	Burns & McDonnell Global, Inc.
	Burns & McDonnell Land Services, Inc.
	Burns & McDonnell Michigan, Inc.
	Burns & McDonnell Transportation, Inc.
	Chariton Hills Conservation, LLC
	Environmental Specialty Solutions, Inc.

Individuals covered by this policy:

X	Employees*
	Contingent Workers
	Independent Consultants
	Sub-contractors
	Union Workers (AZCO Inc)
X	Craft workers (Ref-Chem)
	Non-employee Members of Board of Director

\* Note that classification of employees can be full-time, reduced full-time, part-time, and interns. Indicating employees in this matrix assumes all classifications. If there's an exception to the classification, then document accordingly.

Employee Types covered by this policy:

X	All
	Officers only
	Principals only

NOTE: Employees working on federal contractors may be impacted differently, due to limitations of federal contracts. Be sure to reach out to the Federal Compliance Contracts Manager for help in documenting specifics related to workers on federal contracts.

## Distribution

This policy is eligible for internal distribution, following standard methods.

## Keywords

Equal Opportunity, Accommodations, EEO

## Who to Contact

For questions related to this policy or the associated procedures, contact [Human Resources](#).

## Revision History

Revision Number	Date	Summary of Changes
0	05/18/2023	Original Issuance <i>Note that the content of this material may have been documented previously in the Employee Handbook and/or Policy Manual. This issuance is the beginning of our revision history documentation, with the release of the Policy Hub 5/18/2023.</i>
1	08/30/2023	Added Constructors to the scope
2	02/28/2024	Added CSR craft, Mexico, Canada, and UK to the scope



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# BURNS & MCDONNELL ENGINEERING CO IN

[Edit Establishment or Functional/Business Unit](#)

<b>Company Name</b>	<a href="#">BURNS &amp; MCDONNELL ENGINEERING CO IN</a>
<b>Establishment or Functional/Business Unit Number</b>	0084803
<b>North American Industry Classification System (NAICS)</b>	541330
<b>EIN Number</b>	430956142
<b>Employee Headcount</b>	8,467



<b>Facility Status</b>	Open
<b>Physical Address</b>	9400 WARD PARKWAY Kansas City, MO 64114 United States
<b>Mailing Address</b>	9400 WARD PARKWAY Kansas City, MO 64114 United States
<b>Region</b>	Midwest
<b>Certification Status</b>	Certified
<b>Certification Statement</b>	1. Entity has developed and maintained affirmative action programs at each establishment, as applicable, and/or for each functional or business unit. See 41 CFR Chapter 60.
<b>Coverage Period Start</b>	Mon, 1/01/2024 - 12:00pm
<b>Coverage Period End</b>	Tue, 12/31/2024 - 12:00pm

## Point of Contact

<b>First Name</b>	Emily
<b>Last Name</b>	Leheney
<b>Email</b>	erleheney@burnsmcd.com

## Certification History

Date/Time	Action	Certification Statement/Decertification Action	User
2024-07-01 6:09pm	Certified	1. Entity has developed and maintained affirmative action programs at each establishment, as applicable, and/or for each functional or business unit. See 41 CFR Chapter 60.	erleheney@burnsmcd.com

Displaying 1 - 1 of 1 history entries available

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**Office of Federal  
Contract  
Compliance  
Programs**

200 Constitution Ave  
NW  
Washington, DC  
20210  
[1-866-4-USA-DOL](tel:1-866-4-USA-DOL)  
[1-866-487-2365](tel:1-866-487-2365)  
[TTY](tel:1-800-877-8339)  
[www.dol.gov](http://www.dol.gov)

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## **AFFIRMATIVE ACTION PROGRAM INSTRUCTIONS**

A. **Policy:** It is the policy of the City to ensure that a good faith effort will be made by any person or entity entering into a contract with the City, to employ applicants and to treat employees equally without regard to their race, color, creed or religion, national origin, sex, disability or age.

B. **Compliance:** In order to comply with the Affirmative Action Program requirements, Bidder/Proposer should attach one of the following to its bid/proposal:

- Proposed Affirmative Action Program
- Certificate of Compliance issued by CREO KC
- Certificate of Compliance issued by another Governmental Agency
- Exemption letter issued by CREO KC because the business employs less than fifty employees

C. **Questions:** If you have any questions regarding the Affirmative Action requirements, please contact Andrea Dorch, CREO KC Department Director (816) 513-9982.

## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

---

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

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

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

---

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

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



## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

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

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



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General Information   Filings   Principal Office Address   Contact(s)

Name(s)	<b>BURNS &amp; MCDONNELL ENGINEERING COMPANY, INC.</b>	Principal Office Address	<b>9400 Ward Pkwy Kansas City, MO 64114-3319</b>
Type	<b>Gen. Business - For Profit</b>	Charter No.	<b>00143749</b>
Domesticity	<b>Domestic</b>	Home State	<b>MO</b>
Registered Agent	<b><u>INCORP SERVICES, INC.</u> 2847 S INGRAM MILL RD STE A100 Springfield, MO 65804</b>	Status	<b>Good Standing</b>
Date Formed	<b>9/1/1970</b>		
Duration	<b>Perpetual</b>		
Renewal Month	<b>January</b>		
Report Due	<b>4/30/2026</b>		

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# CERTIFICATE OF LIABILITY INSURANCE

12/1/2024

DATE (MM/DD/YYYY)

7/11/2024

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td><b>INSURER B:</b> Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	23035	<b>INSURER B:</b> Steadfast Insurance Company	26387	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURED</b> 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 MONTGOMERY, JON															

**COVERAGES** **CERTIFICATE NUMBER:** 20751773 **REVISION NUMBER:** XXXXXXXX

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-432888-473	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
Surety Verified							
DocuSigned by:  7ABE183744F1449...							
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-432888-043	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-641-432888-013	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	EOC 7042179-03	12/1/2023	12/1/2024	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*\*\*SEE ATTACHED\*\*\*

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachment

20751773 CITY OF KANSAS CITY MISSOURI AVIATION DEPARTMENT 601 BRASILIA AVENUE KANSAS CITY MO 64153	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 
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RE: PROJECT #: 62240579 PROJECT NAME: AIRPORT FACILITIES DEVELOPMENT. CITY OF KANSAS CITY, MISSOURI AVIATION DEPARTMENT AND ITS AGENCIES, OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY INCLUDES SEVERABILITY OF INTERESTS. CONTRACTUAL LIABILITY IS INCLUDED IN THE GENERAL LIABILITY SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/ EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM WILL BE PROVIDED TO THE CERTIFICATE HOLDER.

POLICY NUMBER: TB2-641-432888-473

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE  
**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: TB2-641-432888-473

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE  
PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

<b>SCHEDULE</b>	
<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
AS REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: revenue@kcmo.org  
Website: kcmo.gov/tax

Letter Id: L0863373056  
Date: 29-Jul-2024  
Taxpayer Id: \*\*-\*\*\*6142

BURNS & MCDONNELL ENGINEERING CO INC  
9400 WARD PKWY  
KANSAS CITY MO 64114-3319



## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that BURNS & MCDONNELL ENGINEERING CO INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison  
Commissioner of Revenue

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.

