

**FACILITY REPAIR AND MAINTENANCE CONTRACT  
CITY OF KANSAS CITY, MISSOURI - AVIATION DEPARTMENT**

**CONTRACT NO:** 6222030014

**DESCRIPTION:** Facility repair and maintenance service of baggage systems in the single terminal facility at Kansas City International Airport.

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Vanderlande Industries Inc. (“Contractor”). City and Contractor agree as follows:

**PART I  
SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Work To Be Performed.** The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

**Sec. 2. Term of Contract.** This Contract shall begin upon substantial completion on or about January 15, 2023 and shall end no later than April 30, 2028. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

**Sec. 3. Compensation.**

A. The maximum amount that City shall pay Contractor under this Contract shall not exceed fifteen million two hundred seventy one thousand two hundred twenty three dollars and thirty six cents (\$15,271,223.36) as follows:

Year 1+.....	January 15, 2023 – April 30, 2024.....	\$3,466,803.34
Year 2.....	May 1, 2024 – April 30, 2025.....	\$2,778,664.03
Year 3.....	May 1, 2025 – April 30, 2026.....	\$2,862,023.95
Year 4.....	May 1, 2026 – April 30, 2027.....	\$3,036,321.20
Year 5.....	May 1, 2027 – April 30, 2028.....	\$3,127,410.84

Contractor shall provide all work at the prices contained in **Attachment A - Scope of Service**, that is incorporated herein by reference.

B. Contractor will bill the City monthly in a form acceptable to the City.

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

**Sec. 4. Notices.** All notices required by this agreement shall be in writing sent to the following:

If to the CITY:

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

If to the CONTRACTOR:

Vanderlande Industries Inc.  
Airport Services  
Markus Wiedemann  
Director of Services  
3054 Chastain Meadows pkwy NW  
Marietta, GA 30066  
404-435-1644  
markus.wiedemann@vanderlande.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 business days after the date of mailing, whichever is earlier.

**Sec. 5. Merger.** This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and Part III, Supplemental Terms for All Airport Agreements. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

**Sec. 7. Conflict Between Contract Parts.** In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I, the Standard Terms and Conditions of Part II, and the Supplemental Terms of Part III of this Contract, Part I will be controlling.

**Sec. 8. Minority and Women's Business Enterprises.** RESERVED.

**Sec. 9. Workforce.** With the exception of "Major Work" described in Section 12 below, this Contract is not subject to §§290.210—290.340 RSMo ("Prevailing Wage Law"). If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract. Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

**Sec. 10. Bonds and Surety.** Contractor shall furnish a Performance and Maintenance Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform

under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.
- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

**Sec. 11. Subcontracting.**

- A. Contractor shall perform with its own organization services amounting to not less than seventy-five percent (75%) of the total Contract Price. "Its own organization" shall be construed to include only workers employed and paid by the Contractor and equipment owned or rented by the Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Contractor.
- B. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- C. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- D. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- E. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

**Sec. 12. Prevailing Wage.**

For any work which is a "major repair" to the City's property under applicable law, Contractor shall pay Prevailing Wage. A "major repair" excludes "Maintenance Work" as stated in §290.210(6) and as defined as work that is done to restore a facility to such a condition that it may be effectively utilized for its designated purpose. A major repair is further defined as the overhaul or replacement of major constituent parts that have deteriorated. If the size, type or extent of the existing facilities is changed or

increased, the work performed shall constitute a “major change” or construction subject to Prevailing Wage requirements. This does not include the recurrent, day-to-day, periodic or scheduled work required to preserve or immediately restore a facility to such a condition that it can be effectively used for its designed purpose by repair but not replacement, and the size, type or extent of the existing facility is not changed. Notwithstanding the foregoing, nothing in Attachment A is considered “major repair” work.

If a “major repair” is authorized by City, at its sole discretion, the parties will amend this agreement by Change Order, Amendment or as may be otherwise appropriate to include applicable requirements including but not limited to Prevailing Wage and Payment Bonds.

**Sec. 13. Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

**Attachment A - Scope of Service**

**Attachment B – Bonds**

00610 Performance and Maintenance Bond

00616 Performance Bond

**Attachment C – Exemption Certificates**

00560.00 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

**Attachment D – 00620 Insurance Certificate**

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

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

**Sec. 14. Missouri Sales Tax Exemption.** Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

**THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION**

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Adventure (Joint Venture)
- Other (Specify): \_\_\_\_\_

**CONTRACTOR**

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

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

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

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

(Affix Corporate Seal)

Approved as to form:

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

**KANSAS CITY, MISSOURI**

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

Pat Klein  
Director of Aviation

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

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

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

**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. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.
  3. **City** means City and its agents, officials, officers and employees.
- B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence shall be limited to the coverage and limits of General Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.
- C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.
- D. 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. Independent Contractor.** Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

**Sec. 3. Insurance.**

- A. CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims

arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
  5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
  6. 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 Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
    - a. 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 Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
    - b. If the Vendor 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 contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- B. All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- C. The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- D. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

- E. Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
- G. Except for losses covered by the insurance requirements listed above, CITY and CONTRACTOR agree to waive claims against each other for any consequential or indirect damages that may arise out of this Contract.

**Sec. 4 Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**Sec. 5. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

**Sec. 6. Termination for Convenience.**

- A. City may, at any time upon thirty (30) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination and for any rental fees paid in advance that cannot be returned. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.
- C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- D. Contractor shall have the right to terminate this contract for convenience upon 180 days' notice to City.

**Sec. 7. Termination for Cause & Suspension**

- A. Any of the following shall constitute an "Event of Default" by Contractor hereunder: (i) Contractor breaches any material term of this Agreement and fails to cure such breach within seven (7) days of receipt of notice from KCAD, provided that if the breach is not reasonably susceptible of being cured by Contractor within such seven (7)- day period, Contractor shall have such additional time, not to exceed fourteen (14) additional days, to cure such breach; or (ii) Contractor is not paying, or admits in writing its inability to pay, its debts generally as they become due; files a petition under the federal bankruptcy laws; makes an assignment for the benefit of creditors; consents to



the appointment of a receiver, liquidator or trustee of itself or all or part of its assets; commences a proceeding seeking arrangement, composition, readjustment, liquidation, dissolution, or similar relief; or if there shall be filed against Contractor any similar petition or there is commenced against Contractor any similar proceeding and the same is not discharged within sixty (60) days after filing or commencement; or if a court shall enter an order, judgment, or decree appointing a receiver, liquidator, or trustee of Contractor or of all or any part of Contractor's assets.

- B. In the event of any Event of Default by Contractor under this Agreement, KCAD shall have the right to terminate this Agreement, in addition to any and all other remedies under this Agreement or at law or in equity that KCAD may now or hereafter have. If this Agreement is terminated by KCAD pursuant to this Section, KCAD shall pay the amounts due for Services satisfactorily completed through the date of termination, less any amounts necessary to compensate KCAD for direct damages, losses and other expenses incurred due to Contractor's default.
- C. KCAD may at any time request that the Contractor suspend its Services as defined herein, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor. Contractor will resume its performance of such Services as promptly as practicable, or upon such mutually agreed date, following written notice to Contractor. No suspension of the Services under this Agreement will in the aggregate exceed a period of ninety (90) calendar days. If the total number of days of suspension exceeds ninety (90) calendar days from the date of such notice of suspension, the Contractor by written notice may treat such suspension as a termination for convenience by Customer. **To the extent permitted by law**, Contractor will be compensated its direct costs (cancellation fees incurred as a result of terminating contracts early, be it rental equipment or subcontractors) and expenses actually incurred by the Contractor as a result of the suspension, de-mobilization, re-mobilization, and continued employment of affected personnel.
- D. **Termination by Contractor for Cause.** If KCAD fails to pay an undisputed sum that is due under this Agreement within forty-five (45) days after the date established in the Contract Documents as the due date for such sum, and provided Contractor is not in default of its obligations under the Contract Documents, then the Contractor may, upon fifteen (15) additional days' written notice to KCAD, stop the Services until payment of the amount owing has been received. Once the delinquent payment is made, Contractor shall promptly recommence the Services. If KCAD fails to pay an undisputed sum that is due under this Agreement, (i) such failure continues for sixty (60) days after receipt by KCAD of notice that payment is overdue, and (ii) Contractor is not in default of its obligations under the Contract Documents, then Contractor may, as its sole remedy under the Contract Documents and at law and in equity, terminate this Agreement upon seven (7) days prior written notice to KCAD, in which event KCAD shall pay the amounts due for Services satisfactorily completed through the date of termination and any additional reasonable direct costs (any spare parts purchased and stored onsite but not charged or received payment for) incurred by the Contractor as a result of the termination.

## **Sec. 8. Resolution of Claims**

- A. For purposes of this Section only, the following terms shall have the meanings listed:
  - 1. Excluding requests for a change order, a Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.
  - 2. City's Representative--Person or agency designated to act for the Director
  - 3. Director – The Director of City's Aviation Department.
- B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14)

day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

- C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.
- D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.
- E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.
- F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.
- G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.
- H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.
- I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

**Sec. 9. Default and Remedies.** If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

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

**Sec. 11. Modification.** Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

**Sec. 12. Counterparts.** The Contract documents may be executed in counterparts, each of which shall constitute an original instrument and which counterparts together shall constitute the same instrument. The delivery by either Party to the other of a facsimile or other electronic copy of a signed counterpart shall have the same legally binding effect as the delivery of an original signed counterpart.

**Sec. 13. Headings Construction of Contract.** The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 14. Severability of Provisions.** Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

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

**Sec. 16. Confidentiality.** Reserved

**Sec. 17. Software**

- A. Any and all software, whether in machine readable or human readable form, and accompanying software data and documentation furnished to KCAD pursuant to the Contract (the "Software"), whether installed in the System Components or designed to be operated from a separate computer, shall be subject to the license rights and restrictions set forth in this Section. The Parties acknowledge that the Software, in whole or part, may be developed during, or in conjunction with, the performance of this Agreement, but ownership of intellectual property rights in the Software shall remain with Contractor.
- B. Contractor may use in the Services third party Software that includes unique requirements requiring one or more exceptions to the terms and conditions of the Contract Documents. Applicable Federal requirements and contract provisions shall not be waived. One such example is commercial off-the-shelf software requiring transfer of end user license agreements ("EULA's"). KCAD grants Contractor the right to incorporate such third-party software into the Services; provided, under no event will KCAD be required to execute EULA's or to engage in any direct dealings with third party software owners or licensors.
- C. Contractor may use, in the Services, Software that Contractor, either alone or with others, authors or creates to support and enable the Services and the System to meet specific requirements ("Application Software"). Application Software will be incorporated into the Services. Contractor will retain all source code and associated documentation used in any way to control, debug and/or repair the machine, or correct machine-related problems (including without limitation the man-machine interface, CNC, PLC, motion control modules, drive configuration, IP addressable cameras) for a period of at least ten (10) years. KCAD may elect to have Contractor deposit such source code with a Software Escrow Service, with additional cost to be paid by KCAD.

- D. Contractor hereby grants KCAD a paid-up, royalty free, non-revocable, perpetual, world-wide, non-exclusive license to use the Software furnished to KCAD pursuant to the Contract as KCAD may deem necessary and appropriate to support its ownership and use of the Services and the System. The license to Customer includes the following rights:
1. Contractor's license to KCAD includes the rights to reproduce the Software, Application Software, and Software documentation to support KCAD's internal operations for all purposes for which the Services and the System are used, for disaster recovery and for archival purposes; provided, all copies made by KCAD shall retain any copyright, patent, and or proprietary rights of Contractor and markings placed by Contractor on all readable reproductions of the Software. To the extent that the Software is used on separate computers, KCAD shall have the right to reproduce and use the Software on any computer at the Project location, provided such use is to support KCAD's internal operations for the Services and the System.
  2. If any System Component or other part of the Services containing Software or to which Software relates should be sold or assigned to another party, KCAD shall have the unrestricted right to assign its license to the new owner of the System Component or other part of the Services, as the case may be.

**Sec. 18. 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, Article IV, Sec. 3-401-420, 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 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 calendar years.
- C. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- D. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity

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

**Sec. 19. Tax Compliance.** Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00.

**Sec. 20. Assignability or Subcontracting.**

- A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 21. Conflicts of Interest.** Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

**Sec. 22. Rules of Construction.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

**Sec. 23. Reports.** Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

**Sec. 24. Employee Eligibility Verification.** If this contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration

and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm). For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

**Sec. 25. Buy American and Missouri Preference Policies.** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

**Sec. 26. Missouri Sales Tax Exemption.** Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

**Sec. 27. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, by executing this Contract, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

**Sec. 28. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Sec. 29. Additional Services.** In the event that KCAD from time to time requests any additional services, or a change in the scope of Services, or there is a change in conditions on site which requires additional work and cost to Contractor, ("Additional Services"), then KCAD and Contractor may agree to a written amendment to the Agreement reflecting the scope and terms of such Additional Services (a "Change Order"). Upon execution by both Parties, any Additional Services described in a Change Order shall form part of the Services hereunder. Without limitation to the foregoing, in the event that any Additional Services are performed by Contractor without KCAD's written approval as required by this Section, KCAD shall not be required to pay Contractor any fees or other amounts in respect of such services.

If a change is requested by KCAD, Contractor shall submit to KCAD within ten (10) Business Days after Contractor's receipt of such written request, which shall include an itemized breakdown (as applicable) of (1) the impact of the proposed change to the Services, (2) the impact to the Schedule, (3) the total cost to Customer, (4) the impact to the performance standards, and (v) such other information as KCAD requests or Contractor deems prudent.

**Sec. 30. Access to Premises and Records.** KCAD shall provide Contractor with access to the facilities, areas, systems, and information necessary to allow Contractor to provide the Services as required by the Contract Documents, subject to the terms of this Agreement and all applicable laws. To the extent

necessary to validate the progress, quality and other reasonable details of the Services, Contractor shall make available to KCAD upon KCAD's request all relevant documents and records relating to the provision of the Services.

**Sec. 31. Excusable Delay and Force Majeure**

- A. If a Party is delayed at any time in the performance of its obligations hereunder by labor disputes, an Act of God, the occurrence of enemy or hostile actions, sabotage, war, blockades, terrorist attacks, insurrections, riots, epidemics, nuclear and radiation activity or fall-out, civil disturbances, explosions, fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other similar causes beyond the control of the Party seeking relief from its obligations as a result of such event (collectively, "Excusable Delay"), and to the extent that such delay was caused in whole or in part by an Excusable Delay event, then, to the extent that the Schedule is impacted based upon a critical path analysis, the applicable required date for performance of such impacted obligation shall be extended by Change Order for a period of time equal to such delay; provided, however, that (a) the affected Party shall not in any material way have caused or contributed to such Excusable Delay event, (b) the Excusable Delay event could not have been prevented by reasonable and ordinary precautions (as would be employed by a reasonably prudent person in the position of the affected Party), and (c) the Excusable Delay event could not reasonably have been circumvented by the affected Party by reasonable and ordinary commercial means, such as the use of alternate contractors or subcontractors following notice that such a delay may occur. An Excusable Delay event does not include (1) economic hardship, such as the inability to pay monies due and owing, (2) a failure of materials and equipment except if caused by an independent event constituting an Excusable Delay, (3) acts or omissions of a third party employed by Contractor, including its lower tier subcontractors, unless such acts or omissions themselves result from an Excusable Delay event, (4) unavailability of materials or equipment, (5) a strike, walkout, or other dispute of Contractor's or KCAD personnel at the Project Site, unless such strike, walkout or other dispute is part of a nationwide strike or concerted work stoppage, or (6) price fluctuation with respect to materials or equipment. In no event shall the unavailability or shortage of skilled or unskilled labor constitute an Excusable Delay event.
- B. The affected Party shall only suspend performance of the Services to the extent and duration necessary given the circumstances of the Excusable Delay and only for such period of time as the Excusable Delay event remains in existence. Notwithstanding the occurrence of an Excusable Delay, the affected Party shall use its commercially best efforts to mitigate impact of such delay and shall promptly resume performance of the Services when such Party is able to do so. Except upon the occurrence of an Excusable Delay for which KCAD is excused as provided in subsection 27.A., Contractor shall be entitled to an adjustment of the Schedule and equitable compensation for delays, interferences, modifications and acceleration which are caused by acts, omissions, or directions of Customer, provided that Contractor follows the claim procedures as provided herein. KCAD and Contractor may mutually rely upon the agreed Schedule in performing their obligations under this Contract.
- C. To be entitled to relief, the affected Party shall give the other Party notice in writing (a "Delay Notice") immediately, but in no event later than forty-eight (48) hours after the commencement of an Excusable Delay. The Delay Notice shall set forth in detail the nature of the circumstances which are the cause of the Excusable Delay, the date upon which each such alleged cause of delay began or began to affect the timely execution of the Services, the number of days' extension requested as a consequence of each such alleged cause of delay, and the potential effect of the delay on the Schedule. The existence of an Excusable Delay event that has caused a breach of this

Agreement shall not prevent a Party from asserting and acting upon a breach of this Agreement that has not been caused by an Excusable Delay event.

- D. The existence or occurrence of an Excusable Delay shall excuse performance of an obligation under this Agreement only for such period of time as the Excusable Delay remains in existence and only to the extent and duration necessary given the circumstances of the Excusable Delay. KCAD shall only be obligated to pay Fees to Contractor to the extent that Services or a portion thereof have been provided and the applicable performance criteria for such Services or a portion thereof have been met despite the existence or occurrence of a Excusable Delay. Contractor shall have the right to bill for performance of partial Services even if the total scope of the Project is affected by an outside event.



**PART III**  
**SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS**  
**FEDERAL CONTRACT PROVISIONS FOR NON-AIP FUNDED CONTRACTS**

**APPLICATION OF REFERENCES**

“**Owner**” and “**Sponsor**” means the City of Kansas City, Missouri Aviation Department.

“**Contractor**” means any party to this agreement other than the Owner, including without limitation any lessee, tenant, concessionaire, licensee, or permittee. “**Subcontractor**” means all subcontractors under contract with the Contractor.

“**Consultant**” means architectural, engineering or other entity providing professional services to the Owner pursuant to an agreement.

“**Construction**” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility service. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**PROVISIONS APPLICABLE TO ALL CONTRACTS**

**CIVIL RIGHTS – GENERAL**

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

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**CIVIL RIGHTS – TITLE VI ASSURANCES**

**1. Title VI Solicitation Notice**

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

**2. Contract Provision: 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:

- a. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- b. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The 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.
- c. **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.
- d. **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.
- e. **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:
  - (1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - (2) Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **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.

**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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The

employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **GRANT ASSURANCES**

1. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.
2. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City shall have the right to terminate this Contract and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.
3. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public.
4. As part of the consideration of this Contract, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time. In this Contract, the Covenant is hereby made a covenant running with the land for the term of the Contract, and is judicially enforceable by the United States.
5. As part of the consideration of the Contract, Contractor does hereby covenant and agree that:
  - a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
  - b. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - c. That the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.  
In this Contract, the Covenant is hereby made a covenant running with the land for the term of the Contract, and is judicially enforceable by the United States.
6. The foregoing discrimination covenants are a material part of this Contract and for breach thereof the City shall have the right to terminate this Contract and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Contract had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
7. Contractor agrees to insert the foregoing six provisions (A-F) in any Contract by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

8. Contractor agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.
9. The City reserves the right, but is in no way obligated to Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Contractor, and without interference or hindrance from Contractor.
10. The City reserves the right, but is in no way 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.
11. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.
12. The Contract is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.
13. Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.
14. Contractor, by accepting this Contract, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Contractor.
15. 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 U.S.C. Section 40103(e).
16. This Contract and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

#### **RIGHT TO AMEND**

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.

### **IMMIGRATION REFORM and CONTROL ACT OF 1986**

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

### **RESTRICTED AREAS/SAFETY**

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

### **ADDITIONAL RECORDS REQUIREMENTS**

In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.

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

Attachment A of this Contract shall include the following as contained in Contractor's Original Proposal for the Baggage Handling System Operations and Maintenance Agreement:

**Exhibit A - Statement of Work;**  
**Exhibit B - Fees; and**  
**Exhibit C - Staffing Plan.**

**EXHIBIT A - STATEMENT OF WORK**

Statement of Work ("SOW") For Operation and Maintenance of the Airport Baggage Handling System

- 1. INTRODUCTION.** This SOW includes minimum operational, maintenance and repair services required to be performed on the Baggage Handling System at Kansas City International Airport (MCI).
- 2. DESCRIPTION OF SYSTEMS.**
  - A. The systems serviced under this Agreement are the Baggage Handling Systems in New Single Terminal, Kansas City International Airport.
  - B. The base services under this SOW require the operation, maintenance, and repair of the entire Airport BHS.
  - C. It is the responsibility of the Contractor to become and remain familiar with the BHS and to provide the specified operation, maintenance, and repair services.
- 3. SUMMARY OF WORK.**
  - A. This SOW requires 20 hours a day, 7 days a week operation, corrective and preventive maintenance services, with associated operational and maintenance reporting services for the BHS that shall be provided in accordance with industry standards, best commercial practices and assure a safe, efficient and practical operation and maintenance program, consistent with the intended design and usage of the BHS as acceptable to the Airport.
  - B. The Contractor shall provide all labor, materials, tools, supplies, lubricants, equipment, transportation personnel and supervision required for implementing the Airport Baggage Handling System Services that are required by this Agreement, including but not limited to all required testing and trouble-shooting of BHS equipment/components to determine and correct any fault conditions.
  - C. The inventory of spare parts will be managed and maintained by the Contractor in coordination with the Airport Representative.
- 4. BASE SERVICES.**
  - A. Contractor Responsibilities**  
**BHS Operation:**
    - Develop and provide the appropriate documentation and training to support all contracted operational facets of the BHS;
    - Monitor BHS performance and coordinate planned BHS availability with baggage handling demand;

- Maintain a daily log of BHS events and required responses. This log shall be maintained in the CMMS.
- Provide the appropriate corrective measures in reaction to BHS faults, failures, or other situations where human intervention is required to sustain BHS performance;
- Respond to jams and failures occurring within the BHS in a manner to maintain control of the baggage and to keep baggage moving through the BHS. Response time shall be within five (5) minutes. Faults and jams within the BHS shall be cleared within five (5) minutes. If BHS jam or fault is anticipated to exceed five (5) minutes, Contractor shall notify the Airport Operation Center of the situation. If a BHS jam or fault is anticipated to exceed ten (10) minutes, in addition to notifying the Airport Operation Center, Contractor shall assign a supervisor to assess the situation and implement the appropriate contingency plan, as needed;
- Analyze and assess BHS performance through report and information analysis;
- Dispatch calls to designated resources for alerts to events in the BHS;
- Coordinate plans and activities between all parties as necessary to meet operational and systemic requirements for operating the BHS;
- Staff Manual Encoding Station as needed;
- Participate in meetings and coordinate with other parties as necessary to develop and maintain a comprehensive contingency plan in the event of system failures;
- Collect the baggage tubs from the baggage make-up and claim areas and return them to their designated locations for operational use and/or safe and proper storage/staging. Empty tubs must be returned/ recirculated to the user airlines' ticket counter areas and inbound unload areas on a regular basis to maintain a sufficient supply of baggage tubs for the daily operations. Empty tub distribution and redistribution will be performed manually (using hand carts, freight/service elevators);
- Ensure that tubs are neatly and safely stacked at all load points (e.g., behind each check-in position in the Ticketing Lobby, Curbside buildings, at inbound load belts, transfer inputs, etc.) at or near the end of each operational day in preparation for the next operational day;
- Cooperate fully with airline baggage handlers so as not to impede their operations while collecting and/or redistributing baggage tubs;
- Investigate any untagged bags exiting matrix and comply with Airport Lost & Found procedures when appropriate;

**BHS Maintenance:**

- Develop and provide the appropriate schedules, documentation, training and tools necessary to support all contracted maintenance of the BHS;
- Inspect and note suspected and malfunctioning BHS components for the necessary maintenance activity;
- Maintain a clean BHS and surrounding areas around the BHS equipment and working space;
- Clean inbound carousels free of debris, residue, stickers and fingerprints on a weekly basis;
- Conduct preventative maintenance on BHS based on the prescribed Preventative Maintenance schedule provided in O&M Manuals, where it is compatible with Original Equipment Manufacturers' (OEMs) recommended maintenance instructions and BHS performance measurements;
- Conduct a robust level of Predictive Maintenance, so the replacement of wearing/worn out parts can be scheduled for off-peak times rather than necessitating replacement during scheduled equipment operating periods or as a reaction to an unexpected breakdown.



- The Contractor shall use Predictive Maintenance techniques/methods, routine inspection, and trend analysis (not limited to the below) so as to replace worn/out parts prior to actual failure.
- As a part of the Predictive Maintenance program, the contractor shall conduct ultrasound testing on critical bearings and thermo-imaging testing on key systems to detect early warning signs of potential future failure.
- Repair and/or replacement of non-warranty BHS components;
- Coordination with OEM's for all warranty and non-warranty repair and replacement work;
- Coordinate plans and activities between all parties as necessary to address operational and systemic requirements for maintaining the BHS;

**Process Engineering Inspections & Reports:** *(Years 2-3, two times per year. Years 4-5, three times per year, Years 6-10, four times per year, unless otherwise directed by the Airport Representative)*

- Ensure a trained and certified process engineer completes quarterly inspections of the entire BHS.
- Reporting should identify areas for continuous process improvements, implementation tracking and project management.
- Reporting must include data analytics tracking and interpreting of key performance indicators necessary to implement a predictive preventative maintenance schedule that has been demonstrated and validated to reduce downtime and reduce jams/faults.

**Asset Condition Assessments:** *(Performed at the beginning of each year starting with Year 2, unless otherwise directed by the Airport Representative.)*

- A condition assessment will be conducted by a trained professional and indicate the remaining useful life of all major assets, condition assessment, the quality and effectiveness of the on-going preventative maintenance program and recommendations for improvement.
- Included shall be life cycle cost analysis for 1-year, 3-year, and 5-year periods, as well as a benchmarking study against comparable airport systems, and an abbreviated total cost of ownership analysis.

**Management and Administration:**

- Supervision and scheduling of all Contractor resources in all aspects of the responsibilities and staffing levels outlined in this Agreement;
- Communications, coordinating and reporting between Airport, TSA, airlines and other impacted parties to minimize impact to day-to-day and irregular Airport operations;
- Establish daily tracking of operations performance against agreed upon targets described in the Performance Measures Section 4.F of this Exhibit;
- Timely and accurate entry of the CMMS information and use of reporting utilized to provide the services outlined in this Agreement;
- Maintain a stock room for spare parts, consumables and other equipment;
- Spare part stock levels will be validated by Contractor through weekly cycle counts of critical spares and quarterly full inventory counts to be reconciled against CMMS balances. Contractor will document variances for Airport to verify need for replenishing stock levels;
- Establish a safety training program and provide routine safety training;
- Coordinate with Airport in the restocking of spare parts and consumables inventories;
- Quarterly - Conduct at least quarterly operations review meetings with the Airport regarding the ongoing performance and assessment of the operations and services outlined within this Agreement, key performance indicators, areas of predictive maintenance, baggage volume,

sortation accuracy, tracking accuracy, TSA screening level percentages, jam clear durations, ATR read rates, baggage hygiene metrics, incident/ outage reporting, findings and analysis, system availability, health condition assessment, changes/recommendations in PM schedule, and overall project management & issue tracking.

- Monthly - Generate monthly reports that at a minimum include the following: A summary of that month's activity, highlighting any special events and incidents and accidents including all safety-related issues and near miss incidents; A summary of performance achieved; Operating statistics, including but not limited to: Outbound baggage delivery times - average and maximum; System availability percentage; Bags mishandled/ delayed; Preventive [scheduled] Maintenance Work orders completed - actual versus planned; Time spent on preventive maintenance activities - daily, weekly, monthly, quarterly, bi-annual, and annual; Sortation accuracy percentage; Bag tracking accuracy percentage; Bag jam clearing times – maximum and average time; Equipment out of service report - unscheduled maintenance; ATR read rate percentages; Bags to default unit -- total and percentage; Throughput rate for each EDS machine - peak hour and average; Throughput rate for each mainline - peak hour and average; Number of times contingency plan is activated; A System Assurance Monitoring Report; Monthly Parts & Spares inventory items that are at zero levels. Include the date the last item was issued, and the date levels are expected to be returned to a level above minimum. Systems and subsystems not available for service for 14 days or longer, the detailed reason for being unavailable and estimated date of return to service. A list of all systems and/or subsystems that are past due for Preventive Maintenance, including reason for being past due and when they are expected to be current.

**Slide Tables and Carts:**

- Maintain, repair, clean, and provide and install all replacement parts for the baggage inspection slide tables and scan guns located in the CBRA areas.
- Quarterly - Perform preventative maintenance on all slide tables to ensure proper operation and function.
- Maintain inventory of contingency carts.
- Distribute as needed and track carts during contingency events.
- Collect, return and inventory all carts after every contingency/cart-requiring event. Ensure carts are returned to their designated storage rooms.
- Maintain, repair and clean carts as necessary.
- Notify Airport Representative of cart-related issues/concerns.
- Order additional carts when requested by Airport Representative.

**B. Employ Personnel.**

- I. Contractor shall hire, pay, supervise, and discharge all personnel necessary for the operation and maintenance of the BHS as described herein and for the performance of the services required pursuant to this Agreement. As of the effective date and during the term of this Agreement, Contractor shall employ personnel as needed to meet the terms of this Agreement, with the written approval of Airport. Personnel must meet the requirements set forth in Section 6 of this SOW. Contractor acknowledges and understands that personnel hired to carry out its obligations under this Agreement will in every instance for the term of this Agreement be considered the personnel of Contractor and not of Airport. The salaries, wages and other compensation and fringe benefits (including, without limitation, worker's compensation and other insurance, employer's and employees' taxes, and vacation benefits) of such personnel shall be paid solely by Contractor at its cost and expense. Additionally, at

the expense of Contractor, executive or supervisory personnel will oversee the performance of Contractor's obligations under this Agreement and the general supervision, direction and control of personnel dedicated to the BHS in accordance with normal and prudent practices in the operations/maintenance management industry applicable to the BHS.

2. Contractor shall use due care in hiring all personnel. Contractor shall comply with all laws and regulations relating to its personnel, including but not limited to all licensing, certification and credentialing requirements and withholding obligations related to the payment of income or social security taxes, unemployment insurance and similar items.
3. The Contractor shall cause its personnel's appearance to be clean, neat, in corporate uniform, and shall cause their conduct to be courteous and customer service oriented (See Section 26 of the Agreement, entitled "Customer Service"). Personnel must be trained and certified in accordance with all requirements of any applicable laws, ordinances, regulations and codes of any federal (including the TSA and the FAA), state, county, municipal, local or other governmental authority having jurisdiction over the Airport or the BHS (hereinafter, referred to as "**Governmental Agencies**" or "**Governmental Agency**") to perform the Operation and Maintenance of Airport Baggage Handling System Services under this Agreement in a safe and professional manner. The Contractor shall additionally ensure personnel are trained and certified in accordance with all requirements of the Airport. Personnel must conspicuously display a SIDA badge. Personnel shall, while on duty, not sleep or be under the influence of illegal drugs or alcohol.
4. Contractor must ensure that personnel meet the following requirements: (a) be eighteen (18) years of age or older; (b) be United States citizens or possess the necessary authority from the U.S. Citizenship and Immigration Services (formerly, the Immigration and Naturalization Service) to be employed in the United States; (c) have good oral communication and human relations skills; (d) be able to meet the mental and physical requirements of the position; (e) possess the ability to communicate effectively in the English language; (f) be able to obtain a current valid Airport SIDA Badge to access all areas of the Airport necessary to comply with all Provisions of this Agreement and (g) be able to obtain, and throughout the term of this Agreement maintain, all required licenses, certifications and credentials necessary to perform the Operation and Maintenance of Airport Baggage Handling System Services.
5. Contractor agrees that upon request by Airport, Contractor will remove from service personnel who or which, in the opinion of Airport, displays improper conduct, is deemed not qualified or necessary to perform the work assigned or otherwise does not meet the requirements of this Agreement.

### C. Training.

- I. Contractor shall coordinate all necessary initial and recurring training of personnel who will perform Operation and Maintenance of Airport Baggage Handling System Services pursuant to this Agreement. Before being assigned to perform these services, all Personnel must have received appropriate training to enable them to perform the Operation and Maintenance of Airport Baggage Handling System Services under this Agreement, and Airport, at its election, will have the right to participate in such training. Training will be conducted in compliance with all reasonable requirements of Airport and Governmental Agencies. At a minimum there must be two personnel on Contractor's staff that have maintenance certifications from Allen Bradley. Such personnel must be able to connect to the BHS and use ladder logic to troubleshoot and find any and all faulty components, force or toggle bits to enable the BHS to operate in a degraded situation, and load PLC, panel views, VFDs, and/or other pieces that require loading specific code or parameters. Also, these personnel must have documented

and verifiable training, working knowledge and troubleshooting expertise regarding Allen Bradley PLC networks, such as Device Net, Control Net, HSD Servos, and Ethernet IP, as well as knowledge of all PLC interfaces between ATRs, EDS machines and BHS Server Applications. Additionally, the contractor shall ensure a "manager on call" type of on-call schedule so that a manager is able to respond immediately to a system outage.

2. For any specialty equipment (including, but not limited to power curves, HSDs, and VSUs, carousels, SICK ATRs, etc.), the Contractor must have a minimum of two (2) personnel trained by the applicable manufacturer to maintain the BHS. This knowledge and training must be shared by Contractor with the remainder of Contractor's personnel performing Operation and Maintenance of Airport Baggage Handling System Services on a limited basis so as not to jeopardize the integrity of the BHS controls. Contractor shall maintain complete and accurate training and records relating to personnel, as required by Airport pursuant to this Section 4.C and any applicable requirements of Governmental Agencies.
3. Contractor shall conduct quarterly training sessions and/or training initiatives with airline personnel and/or TSA on proper hygiene necessary to properly utilize the BHS and improve reliability associated with bad baggage hygiene and baggage contingency plans and/or drills.
4. At no additional cost to Airport, Contractor agrees to provide lockout/tag out training and appropriate forms for documentation. All personal must have their own assigned locks and must have their locks when responding to jams, faults, or trouble calls.

**D. Records and Audit.** The Contractor shall keep and maintain such records and reports as are necessary for the Airport to determine compliance with the obligations of this Agreement. Such records must be maintained by the Contractor for at least three (3) years after the expiration or termination of this Agreement. The Airport reserves the right to investigate, audit, and review, upon written request, such records and documents, in order to determine compliance with this Agreement (see Section 32 of the Agreement entitled "Right to Audit").

**E. Repairs and Maintenance.**

- a. Contractor shall keep the BHS, including BHS rights-of-ways and lighting, in good condition and operating at a standard and level of performance similar to the standard and level of performance demonstrated at BHS acceptance. Contractor shall perform required maintenance as part of the Operation and Maintenance of Airport Baggage Handling System Services set forth in this Agreement. Contractor shall inspect the BHS a minimum of one (1) time per week to determine needed repairs and maintenance. All repairs, maintenance, replacements, substitutions, improvements and additions to the BHS not covered as part of the Operation and Maintenance of Airport Baggage Handling System Services and which are not deemed warranty items shall be undertaken or made by Contractor only after securing Airport's prior written approval except as otherwise provided below (with respect to emergency actions) and charged based on the hourly rates as agreed to by Airport. Contractor shall give prompt notice to Airport of any emergency situation necessitating an immediate repair or alteration (i.e., a repair or alteration necessary to prevent damage to the BHS) and shall make reasonable efforts to secure Airport's written approval prior to proceeding with such repair or alteration. However, in the event that Airport's prior written consent cannot be obtained in a timely manner in such emergency situation, Contractor will be authorized to use its reasonable judgment regarding the need to perform such alteration or repair; provided, in such event Contractor shall notify Airport of any such emergency repairs or alterations made by the end of the business day on which such emergency situation occurred and Airport, in its sole and absolute discretion, will have the final opportunity to review and

determine if emergency repairs or alterations were warranted. If Airport determines such emergency repairs or alterations were warranted, Contractor shall provide to Airport invoices reflecting the expenses of such emergency repairs or alterations for Airport's review and approval. It is understood that any action taken by Contractor under this Section in connection with any particular emergency situation will not create precedent or a duty on the part of either party to take any action in connection with any future event.

- b. Upon the commencement of this Agreement, the Contractor shall review the existing O&M Manuals for all the various maintained systems within the BHS and generate a single comprehensive Preventive Maintenance Program ("PMP") which defines the tasks (e.g., inspection, test, replacement) and intervals (e.g. daily, weekly, monthly, quarterly, annually) for each type of equipment (e.g.; conveyor, turn, diverter, motor control panel) and general tasks (e.g.; 'end of day walkthrough', cleaning). The PMP must be submitted to the Airport for review and approval. If the performance requirements are not met against the specified criteria, the Contractor shall adjust the PMP to decrease inspection intervals and increase Preventive Maintenance as needed without additional cost to the Airport.
- c. All out of service events shall be communicated to the Airport in advance for approval, whenever possible. The Contractor shall, at the beginning of each shift, notify the Manager of previously Airport approved "Shift Activities" via e-mail of all units that the Contractor intends to remove from service for Preventive Maintenance. The Contractor shall include unit number, unit type, location, reason for unit being out of service, and estimated duration of outage.
- d. Airport Complaints and Defect Notices: Contractor shall notify Airport promptly of: (a) any notice of violation received by Contractor from a Governmental Agency; (b) any defect in the BHS known to Contractor; and (c) any fire or other damage to the BHS of which Contractor is aware. Airport agrees to notify Contractor of: (a) any complaints or any alleged default of Contractor in connection with Contractor's Operation and Maintenance of Airport Baggage Handling System Services that are received by Airport including any notice of violation from a Governmental Agency; (b) any defect in the BHS known to Airport; and (c) any fire or other damage to the BHS of which Airport is aware.
- e. Notices of Claim of Injury or Damage: Contractor shall notify Airport (and any insurer of Airport upon Airport's request or any insurer of the BHS if required by the Airport) immediately following any incident related to the BHS. Such incidents include but will not be limited to any actual or alleged personal injury related to the BHS or any actual or alleged damage to the BHS or other property. Contractor shall promptly forward to Airport within a reasonable time after Contractor's receipt thereof, any summons, subpoena, or legal document served upon Contractor relating to actual or alleged potential liability of Airport or Contractor related to the BHS.

**F. Performance Measurements.** Contractor shall provide its goods and services in accordance with the "Performance Measurements" as set forth in this Section of the SOW. If Airport notifies Contractor in writing of any specific non-performance issue, Contractor and representative(s) from Airport will meet to discuss these issues, and Contractor will have one (1) business day from said meeting to respond to Airport with a recommended cure. Following Airport's agreement to the recommended cure, Contractor will then make best effort to correct any non-performance issue within three (3) calendar days contingent upon availability of parts. The following service measurements will serve as the basis for Airport's evaluation of Contractor's performance against this Agreement. In each case, Contractor will not be responsible for deficiencies in meeting these

service measurements due to elements outside of their control as determined and agreed mutually by Airport and Contractor.

Contractor is expected, at a minimum, to meet all following service measurements:

1. Maintain the BHS to achieve the TSA certified baggage throughput of 720 bags per hour, per CTX 9800 machine, at a minimum.
2. Maintain the BHS to meet minimum BHS availability of 98.0%.
3. Maintain the BHS in such a manner as to achieve sortation accuracy of no less than 95.0% of the scanned baggage as applicable.
4. Maintain the BHS in such a manner as to achieve BHS baggage tracking accuracy of 98.0% within the CBIS screening matrix.
5. In response to baggage jams, maintain a response time of five (5) minutes or less on average with a maximum response time of no more than ten (10) minutes.
6. Maintain an accurate and timely system of record using the Maximo CMMS system for the tracking of work orders (statistics and supporting information), spare parts inventory, and Contractor's labor.
7. Maintain the required quantities of recommended spare parts onsite and available for use.
8. Assume responsibility for the accuracy of spare parts inventory balances tracked between the Maximo CMMS system and physical stock on hand.
9. Serve as primary coordination point between TSA, Airport, any OEMs involved and Contractor staff for regular and irregular BHS operations (including all repair work under this Agreement) so as to minimize effort and costs to Airport.
10. Provide timely and accurate reporting of BHS and operational performance information based on these performance measurements.
11. Provide solutions to address deficiencies in performance metrics within and outside of their control.
12. Meet contractual commitments for staffing levels, equipment and materials included in the value of this Agreement.
13. Adhere to Airport standard operating procedure for O&M practices and procedures supported through the Maximo CMMS system.
14. Complete PM and CM work orders on time 95.0% of the time.

BHS Availability for Outbound System is defined as follows:

1. The Contractor shall dutifully meet or exceed the performance requirements described in this Section, as calculated on a weekly basis, and reported to the Airport on a monthly basis.
2. The BHS has been designed to achieve and maintain specified rates. The Contractor must operate and maintain the BHS to continuously achieve these rates.
3. Reliability of each subsystem of the BHS ("Subsystem") will be measured in terms of "Subsystem Availability" ("**SA**") of each Subsystem. Availability of each Subsystem is determined from the definitions and formula contained in this section.
4. A failure is defined as any malfunction of a Subsystem assembly or subassembly which stops normal operations. A failure will be charged against only one Subsystem which causes the failure. The following will not be deemed failures:
  - a) Malfunctions due to causes outside the Subsystem such as sabotage, general power outage, etc.
  - b) Malfunctions due to baggage jams not caused by failure of a Subsystem component, assembly, or subassembly.
  - c) Malfunctions due to products or services outside the control of the Contractor.

- d) Damage from vehicle traffic such as tugs, carts, etc.
  - e) Incipient failures which are detected and repaired without affecting normal operation of the Subsystem.
  - f) Malfunction of one of a redundant computer pair where the repair time does not affect normal operation of the system or Subsystem.
  - g) Malfunction of a portion of the Subsystem that degrades but does not completely stop operation.
  - h) Malfunction of any EDS device in the BHS.
5. Scheduled Operating Time ("ST"): The scheduled time that the Subsystem is available for baggage processing.
  6. Repair Time ("RT"): The interval of time between initiation of repairs and return of the Subsystem to operation.
  7. Subsystem Availability ("SA<sub>n</sub>"): Subsystem availability is defined as follows:

$$\text{Subsystem SA}_n = \frac{\text{ST} - \text{RT}}{\text{ST}}$$

(n = Subsystem number)

8. BHS Availability (A): BHS availability is defined as follows:  

$$\text{BHS Availability A} = \frac{\text{SA}_1 + \text{SA}_2 + \text{SA}_3 \dots \text{etc.}}{\text{N}}$$
 (N = total number of Subsystems)

The Contractor shall maintain all tracking devices (encoders, programmable logic controllers, etc.) in such proper condition to achieve continuous tracking accuracy. Tracking accuracy is defined as the BHS's ability to identify and control the location of the baggage from the point of encoding to the correct output. The intent of this requirement is to ensure BHS transit times are met and the baggage is correctly delivered in a timely fashion.

**G. Computer Software and Hardware.**

1. Contractor shall provide 24/7 immediate response via remote hotline support to assist the Contractor in returning the BHS to a fully on-line state in the shortest possible time frame. This shall include updates necessary to ensure control system operation meets TSA/Airport mandates.
2. Airport is responsible for licenses, including renewals, for any computer software or hardware supplied by Airport or a third party contracted by Airport and used in the BHS.
3. Contractor shall not cause any warranty, on computer software and hardware provided by Airport, to be voided due to damage, misuse, abuse or neglect. Contractor shall not jeopardize computer hardware or software because computer software or hardware has been improperly applied, installed, adjusted, operated, maintained, repaired, modified, changed or altered. Contractor shall notify Airport of any necessary software and/or firmware patches and/or upgrades. Airport shall purchase recommended software or hardware upgrades once the upgrade is determined to be necessary. A full back-up of the BHS servers shall be performed prior to ANY application of a software and/or firmware patch and/or upgrade.

**H. Spare Parts Inventory.**

1. Contractor is responsible for managing the spare parts inventory and managing and supplying the consumables for the term of this Agreement, with Airport's approval. The parties agree that the spare parts level is currently, and shall remain, at the maximum level set forth in Maximo CMMS, unless otherwise agreed to in writing by Airport and Contractor. Contractor

- is responsible for maintaining the onsite quantity of spare parts and consumables and for making them available to support the performance requirements of the BHS. Failed parts covered under a manufacturer's warranty will be submitted to the appropriate manufacturer for reimbursement according to the appropriate manufacturer's warranty policy. Replacements of warranted parts will be placed into the spare parts inventory and warranty costs will be tracked and submitted for reimbursement from the manufacturer. Warranty labor costs that are reimbursed by the manufacturer will be reimbursed to Airport within thirty (30) days of receipt by Contractor if such reimbursement is provided to Contractor.
2. Contractor shall maintain a directory of local third-party distributors for expediting parts. This list must be provided to and be approved by Airport.
  3. Contractor shall maintain inventoried parts emergency kits in each control room area with items deemed as critical to BHS operations (PE's, Encoders, etc.). Contractor will make the assessment and decision of what parts will be maintain in the emergency kits.
  4. The Contractor shall invoice the Airport at the wholesale price of the part, equipment, or third-party professional service plus 20 percent markup for overhead & profit over the Distributor's Invoice Price.

**I. Materials.**

1. With the exception of spare parts provided by Airport, Contractor shall furnish all resources (i.e. supervision, labor, tools, materials, supplies and equipment) necessary to fulfill all the requirements and satisfactorily perform all the services described in this SOW in a safe, orderly, timely, efficient and workmanlike manner. The Contractor shall provide any additional resources to fulfill this Agreement requirements at no additional cost to the Airport.
2. The Contractor shall provide all safety equipment/devices, and personal protective equipment, as required for its workers.
3. The Contractor shall be responsible for providing, at its sole expense, all materials, office supplies, furniture, fixed improvements, and equipment it may require in the office space.

**J. Service Exclusions.** All items, finishes, and components of the maintained BHS are covered by this SOW with the following exclusions:

1. Inspection, testing, maintenance, repair and replacement of fire detection and fire alarm systems including automatic fire sprinkler heads/guards, smoke/thermal fire detectors, and local and remote annunciation systems. However, the Contractor shall coordinate and assist with any contractors performing repair work of the fire alarm, electrical, or security systems interfacing with the BHS.
2. Repair and/or replacement of primary electrical power service up to the Power Distribution Panels ("PDP") for the outbound portion of the BHS and the Motor Control Panels ("MCP") for the inbound portion of the BHS.
3. Repair and/or replacement of heating, ventilating and air conditioning systems or equipment.
4. Fire extinguishers.
5. Lighting in the BHS operational and technical areas.
6. TSA provided CBIS and CBRA equipment such as EDS machines and their servers, ETD machines and TSA provided furniture. Contractor will assist TSA with clearing of jams at EDS machines.
7. Flight Information Display Systems / Baggage Information Display Systems
8. Cleaning of public and/or operational areas not related to BHS.



## 5. GENERAL REQUIREMENTS.

### A. Safety.

1. All employees shall comply with all applicable Occupation Safety Health Administration ("OSHA") and the Airport rules and practices, including directives issued by the Airport, FAA, TSA, and the Airport while on the job site.
2. The Airport reserves the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
3. In the event that the Airport should elect to stop work because of any type of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and will not be granted compensation for the work stoppage. The Contractor shall pay all additional expenses.
4. Aisles, passageways, alleyways, entrances, exits or rights-of-way to fire protection equipment must always remain unobstructed.
5. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the operation and maintenance of the BHS. The Contractor shall take all necessary safety precautions and shall provide reasonable protection to prevent damage, injury or loss to persons, properties, equipment and vehicles.

**B. Vehicles.** The Contractor shall provide a minimum of two (2) service vehicles, which must be equipped, licensed and insured (See Section 27.0 of this Agreement, entitled "Proof of Insurance"). The service vehicles must be on site at all times throughout the duration of this Agreement. The service vehicles are required to transport materials and supplies, Contractor's employees and tools to various equipment locations.

**C. Communication Devices.** Contractor will provide communication devices (radios) for use by Contractor's personnel to communicate internally and with Airport's Station contacts. These devices will be compatible with Airport's available communication infrastructure and must be maintain in good working condition or replaced at the Contractor's expense.

**D. Office Space.** Airport agrees to lease to the Contractor a reasonable amount of office space for managing the Operations and Maintenance of the BHS.

**E. INTENTIONALLY LEFT BLANK.**

### F. Quality Control Program.

1. The Contractor shall implement an effective quality control program. This program must ensure the Contractor fulfills all the requirements of this SOW.
2. This program shall include but not be limited to the following:
  - a. Responsibility for the day-to-day inspection and monitoring of all Contractor work performed to ensure compliance with Agreement requirements.
  - b. A proactive management system based on using quality control inspections as a means of monitoring work performance to ensure services are being provided in accordance with this Agreement. The Contractor shall have at least one of the Contractor's personnel perform a quality control inspection for each shift and submit a copy of this report to the Airport weekly.
  - c. Description of how inspections, scheduled and unscheduled, are to be conducted.
  - d. Documentation, such as inspection forms and corrective action forms, to record inspections and corrective action performed.
  - e. A comprehensive training program ensuring a knowledgeable and efficient work force.
3. At various times, either scheduled or unscheduled, the Airport may accompany the Contractor while an inspection is performed.

4. At all times during this Agreement period the Contractor shall provide no less than the level of quality described in this SOW.
5. The Contractor shall not remove damaged or failed parts from the Airport, until approved by the Airport.

**G. Airport's Quality Assurance Program ("QAP").**

1. The maintenance services rendered under this Agreement are subject to Airport inspections, both during and after completion of work. The Airport's QAP is NOT a substitute for adequate and consistent quality control by the Contractor.
2. The Airport has the right to inspect services performed, Contractor's workmanship and materials furnished/utilized in the performance of such services to the extent practicable. The Airport shall perform inspections, as it deems necessary, throughout the term of this Agreement. However, inspections and/or walk-throughs must be conducted in a manner that will not unduly interrupt/delay the Contractor's work.
3. If any of the services do not conform to Agreement requirements, the Airport may require the Contractor to perform the services again to conform with Agreement requirements. When defects in service cannot be corrected by performing the service again, the Airport may require the Contractor to take action to ensure that future performance conforms to the Agreement.

**H. Communication and Coordination with Airport, TSA, And Airlines.** The Contractor shall maintain an effective Communication and Coordination Policy with the Airport, the airlines and the TSA utilizing email, telephones, faxes, pagers and the like to ensure the Airport, the airlines and the TSA are kept abreast of current equipment status, planned outages, injuries, vandalism and the like, for the duration of this Agreement. The Airport shall be included in all communications to the airlines, TSA and any other governmental or non-governmental entities regarding the operation and maintenance of the BHS.

**I. Accidents.** The Contractor shall be responsible for promptly notifying the Manager of all accidents arising from the performance of this Agreement involving bodily injury to workers, building occupants, visitors, or other persons. The Airport will provide the necessary information concerning whom to contact and the specific form of the follow-up written notice. Notifications regarding accidents involving bodily injury to workers, building occupants, visitors, or other persons must be provided to Airport within twenty-four (24) hours of the incident.

**J. Delivery of Supplies.** The Contractor shall schedule its own supply deliveries and shall arrange to have deliveries made to the designated Airport operations delivery area.

**K. Fire Prevention and Protection.**

1. Fire prevention and protection at the Airport's facilities property is essential. The Airport shall provide limited fire prevention equipment within the facilities. The availability of fire protection equipment provided by the Airport will not limit the Contractor's responsibility or liability for maintaining a reliable fire prevention and protection program for its employees and the property serviced.
2. The Contractor shall be knowledgeable of and provide adequate training for all employees in the proper method of reporting a fire. All pertinent information regarding fire-reporting procedures may be obtained from the Airport.

**L. Smoke Free Environment.** The Airport's facilities are smoke free. The Contractor and its employees shall adhere to the rules and regulations regarding maintenance of a smoke free environment.

**M. Lost And Found Property.** The Contractor shall turn in to the Airport Police Department all property found on the property immediately, any violations or disregard of the rules, regulations and/or policies may be cause for immediate termination.

**N. Fixed Improvements and Operating Facilities.**

1. During the period of performance of this Agreement, title to the Fixed Improvements made by the Contractor on the job sites shall remain with the Airport; "Fixed Improvements" includes any improvements, fixtures, additions, annexations or alterations to the job sites or a portion thereof which cannot be removed or changed without material damage to, or destruction of, either itself or the job sites or a portion thereof. All Fixed Improvements on the job sites shall require the prior written approval of the Airport.
2. The Contractor shall have no right during the term of this Agreement to demolish or remove, in whole or in part, any Fixed Improvements on the job sites except with the prior written consent of the Airport, which may, at the discretion of the Airport, be conditioned on the obligation of the Contractor to replace the same by a building structure or improvements, which shall be left in place and title to them shall transfer to the Airport unless otherwise acquired in writing by both the Contractor and the Airport.

**6. Personnel.**

**A. General Personnel Requirements.**

1. All services covered by this Agreement shall be performed by fully qualified and trained technicians.
2. The Contractor's on-site employees shall possess sufficient computer skills and software knowledge to perform data entry, queries, downloads and analysis of the Baggage Handling Systems' performance and Maximo CMMS databases as well as send/receive e-mails.
3. All Contractor personnel shall have good verbal and written command of the English language.

**B. Staffing Requirements.** The Contractor shall provide sufficient personnel to provide the Operation and Maintenance of the Baggage Handling System twenty-four (24) hours a day, seven (7) days a week. One (1) individual shall be designated as the Site Manager. The responsibilities of the Site Manager are outlined as follows:

**C. Site Manager.**

1. The Contractor shall provide a qualified and experienced full-time Site Manager at The Airport. The Site Manager shall have full authority to act for the Contractor and serve to carry out all the provisions of the Agreement. The Site Manager shall oversee and have overall responsibility for the work to be carried out under this contract and as such shall devote their time exclusively to this task.
2. Site Manager work hours shall be a minimum of forty (40) hours per week. The Site Manager shall determine work hours to cover as much of the peak periods of the BHS as possible.
3. The name of the Site Manager and an equally responsible alternate who shall take on the Site Manager's duties when the primary Site Manager is absent shall be communicated in writing to the Airport. The Site Manager shall be available for calls twenty-four (24) hours a day, seven (7) days a week. The Site Manager shall be available to attend regularly scheduled and/or on-demand meetings, required system training sessions, tours, and inspections requested by the Airport and/or Airlines to discuss the maintained systems.
4. The Site Manager shall possess the necessary computer skills required to perform trending, queries, and analysis of BHS performance history. The Site Manager shall also possess the ability to receive and send email, and have basic spreadsheet, word processing, and database skills.

5. The Site Manager shall provide overall supervision over the day to day operations, manage exceptional/emergency situations, perform necessary communications with the Airport Representative, Airlines, and TSA, perform and/or supervise administrative work (human resource management, invoicing and the like) and all other tasks as required to perform the requirements of this Contract.

**EXHIBIT B - FEES**

This is a lump sum contract, in no event shall the total Contract Sum for the term of this Agreement exceed \$15,440,444 without the prior written agreement of the parties.

Payment shall be made for satisfactory performance of the Services according to the following:

- A. Direct Labor Costs.** Direct Labor Costs pertains to the Management, Maintenance and Support Staff responsible for the KCAD BHS Equipment. KCAD shall pay Contractor for the actual hours worked by Contractor's personnel based on the Contractor's actual cost for wages, workers' compensation, liability insurance, payroll taxes, Social Security and employee fringe benefits imposed on the basis of payrolls.

KCAD will reimburse Contractor for the Management, Maintenance and Support Staff positions from **September 1, 2022 through August 31, 2027**. based in the following wages:

O&M Manager .....	\$63.00/hour
Assistant O&M Manager.....	\$42.79/hour
Work Order/Spare Parts Coordinator/Admin.....	\$19.75/hour
Supervisor Control Room.....	\$36.45/hour
Sr. Maintenance Supervisor.....	\$42.50/hour
Maintenance Supervisor .....	\$37.50/hour
Maintenance Technician.....	\$36.45/hour
Control Room Operator/Dispatcher (WBE) .....	\$37.50/hour
Control Room Operator/Dispatcher (Direct) .....	\$25.00/hour
Operational Support Laborer/Manual Encoder (MBE).....	\$27.00/hour

Increases to wages of 3% per year for the Management, Maintenance, and Support Staff positions shall increase March 1st of each year beginning April 1, 2024.

- B. Mobilization.** KCAD shall reimburse Contractor \$579,472 for the actual costs of the mobilization efforts for a 6 month O&M training period before system go-live and ORAT support. It is understood that upon receipt of the KCAD ORAT plan, this amount may be adjusted.
- C. Spare Parts, Equipment, Materials and Supplies.** KCAD shall reimburse Contractor for the actual costs of spare parts, equipment, materials and supplies necessary to perform the services outlined. Contractor shall maintain proper inventory levels, and inventory management. Contractor will also provide proper invoicing and backup documentation for all procured items. Vanderlande has included an initial bench stock of spare parts with a value of \$500,000 as part of this Agreement.

- D. Invoicing.** Contractor must submit an invoice to KCAD within 15 days after the last day of the immediately preceding calendar month during which services were performed with proper backup documentation. Payment is due within thirty (30) days following submission of the Invoice by Contractor to KCAD

**EXHIBIT C- STAFFING PLAN**

*(Attached on following page 39)*

EXHIBIT C- STAFFING PLAN

#	Category (Direct / Outsource)	TITLE	WEEKLY STAFFING SCHEDULE																		HOURS					
			Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			PER	WEEK	
			1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift			
1	Direct	Site Manager				8.0			8.0			8.0			8.0			8.0			8.0					40.00
2	Direct	Work Order/Spare Parts Coord/Admin				8.0			8.0			8.0			8.0			8.0			8.0					40.00
3	Direct	Lead Maintenance Technician/Supervisor	10			10			10			10			10			10			10					40.00
4	Direct	Lead Maintenance Technician/Supervisor	10												10						10			10		40.00
5	Direct	Lead Maintenance Technician/Supervisor		10			10			10												10				40.00
6	Direct	Lead Maintenance Technician/Supervisor											10			10			10				10			40.00
7	Direct	Maintenance Technician				10			10			10			10			10								40.00
8	Direct	Maintenance Technician		10			10											10				10				40.00
9	Direct	Maintenance Technician							10			10			10			10	10							40.00
10	Sub	Control Room Operator/Dispatcher	10			10			10			10														40.00
11	Sub	Control Room Operator/Dispatcher		10											10						10			10		40.00
12	Sub	Control Room Operator/Dispatcher					10			10			10			10										40.00
13	Sub	CRO/OSL/ME		10			10												10			10				40.00
14	Sub	Operational Support Laborer/Manual Encoder	10			10			10			10														40.00
15	Sub	Operational Support Laborer/Manual Encoder	10												10			10			10					40.00
16	Sub	Operational Support Laborer/Manual Encoder				10			10			10			10											40.00
17	Sub	Operational Support Laborer/Manual Encoder		10			10											10				10				40.00
18	Sub	Operational Support Laborer/Manual Encoder							8			8			8			8	8		8			8		40.00
19	Sub	Operational Support Laborer/Manual Encoder							8			8			8			8			8			8		40.00

TITLE	TYPE OF PERSONNEL PER SHIFT																							
	Sunday			Monday			Tuesday			Wednesday			Thursday			Friday			Saturday					
	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift	1st Shift	2nd Shift	3rd Shift			
Site Manager	0			1			1			1			1			1			1			0		
Work Order/Spare Parts Coord/Admin	0			1			1			1			1			1			1			0		
Maintenance Technicians	2.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	2.0	0.0
Maintenance Technician Apprentice	0.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	0.0	0.0
Control Room Operator/Dispatcher	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Operational Support Laborer/Manual Encoder	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Employees per Shift (excl Admin/E-Labor/Ctrls Tech) >	5.0	5.0	0.0	6.0	5.0	0.0	6.0	5.0	0.0	6.0	5.0	0.0	6.0	5.0	0.0	6.0	5.0	0.0	6.0	5.0	0.0	5.0	5.0	0.0
Employees per Day (excl Admin/E-Labor/Ctrls Tech) >	10.0			11.0			11.0			11.0			11.0			11.0			10.0					

**EXHIBIT D – OPERATIONS & MAINTENANCE SERVICES  
JOB DESCRIPTIONS & KEY TASKS**

**Work Order Integration**

Contractor must utilize KCADs existing MAXIMO tracking system for operation and work orders.

**Site Manager**

The Site Manager directs the Operations and Maintenance programs and processes of the assigned site to ensure performance, availability and effective operation of the Baggage Handling System. The Site Manager communicates regularly with customer's management staff and other site stakeholders to ensure cooperation and collaboration across all fields related to the BHS and its efficient operation.

1. Contract Management
  - Act as contractual liaison between company employees, sub-contracted employees and client
  - Develops and implements procedures for contract management and administration
  - Ensures quality of operations and maintenance executed on-site according to contract agreed with the client
  - Ensures safe, effective and performance of customer contract obligations
  - Resolves problems and/or conflicts effectively and maintains open communication with various stakeholders
  
2. Safety
  - Responsible for site safety, meeting proper PPE requirements, all administration for OSHA and safety training
  - Promotes accident free workplace principles, ensures compliance with all Vanderlande safety programs and requirements
  - Instills a culture of safety to the team at all times
  
3. Site Administration
  - Manages subordinate staff in the day-to-day performance of their jobs
  - Develops and maintains a healthy relationship with customer and site stakeholders, participating in meetings and updates as needed
  - Manages contractual agreement
  - Provides necessary reports to both customer and VI
  - Manages payroll – submitting and processing
  - Works with VI Human Resources and Recruiting on employee relations issues, training performance reviews, employee hiring and onboarding
  
4. Operations & Maintenance Management
  - Manages schedule of operations and maintenance team for continuous coverage
  - Provides proactive leadership in maintaining strong customer relationships and in resolving issues and disputes
  - Develops, maintains and enforces site specific maintenance policies
  - Oversees control of all spare parts inventory and consumption
  - Develops and coordinates contingency planning and failure protocols
  - Prepares and submits daily, weekly and monthly reports on system and team performance

### **Spare Parts/Work Order Coordinator**

The Spare Parts/Work Order Coordinator facilitates the delivery of spare parts and equipment, and plans BHS repairs. Ensures compliance with contractual obligations related to these matters. Works in close coordination with VI's spare parts department.

- Spare parts supply management
- Monitors stock levels
- Responsible for proactive inventory control and management
- Purchases and orders spare parts and maintenance related items
- Makes sure required materials are on site when needed
- Quality control of received parts
- Tools and office supplies management
- Handles overall issues with inventory, like authorization and security
- Local, on-site management of CMMS schedules
- CMMS planning (review implementation)
- Manages the dynamic maintenance plan along with lead technicians/supervisors
- Records maintenance technician activities to allow field team to focus on maintenance tasks
- PPM Record / CMMS report / Asset verification
- Responsible for configuration control within CMMS

### **Lead Maintenance Technician**

The Lead Maintenance Technician leads the troubleshooting, repairing, and maintaining of machinery and electrical equipment such as motors, electrical circuits, ATR systems, baggage handling equipment and conveyor systems in accordance with diagrams, electrical drawings, operational manuals and manufacturer's specifications. Like the maintenance technicians, the lead uses hand tools and precision measuring and testing instruments to accomplish the required work. Ensures compliance to customer specifications and company requirements. Typically supervises the work of subordinate maintenance technicians and Jr. technicians, installation support and service operations.

#### **1. Technical**

- Exercises safe working practice at all times, complying with Lock-Out/Tag-Out procedures
- Prepares and executes service calls, Emergency Maintenance and Corrective Maintenance
- Performs Preventive Maintenance & follows-up on Corrective Maintenance work orders
- Reports service calls
- Advises and executes optimization of (sub) systems, consulting other leads/supervisors, control and propose improvements for the quality of the service process
- Inspects, diagnoses and repairs mechanical and electrical systems
- Communicates with various parties on the work performed and presents status of specialty systems
- Interprets engineering drawings in reference to layout, location, and operation of the system(s)
- Attends to call outs, faults, alarms and warnings

#### **2. Supervisory**

- Provides assistance to Site Manager (if required) on daily operations in their absence
- Leads resolution of complex operations and/or system performance issues
- Schedules presence of team members, in coordination with other shift supervisors and management



- Reports performance of the team on a daily basis
- Exercises, promotes and ensures safe working practice at all times by his/her team or his/herself
- Communicates observations on system and operations on a daily basis to management and service organization
- Ensures escalation protocols are triggered and followed properly
- Communicates with various parties on the work performed and presents status of systems and operations
- Manages system issues on-site with the maintenance team, manager and the customer
- Coordinates with external stakeholders and helpdesks in case of system and operational performance issues (both Vanderlande and vendors)
- Ensures on time completion tasks as per schedule

### **Maintenance Technician**

The Maintenance Technician under supervision troubleshoots, repairs, and maintains machinery and electrical equipment such as motors, electrical circuits, ATR systems, baggage handling equipment and conveyor systems in accordance with diagrams, electrical drawings, operational manuals and manufacturer's specifications. Technicians use hand tools and precision measuring and testing instruments to accomplish the required work. Ensures compliance to customer specifications and company requirements.

- Exercises safe working practice at all times, complying with Lock-Out/Tag-Out procedures
- Prepares and executes service calls, Emergency Maintenance and Corrective Maintenance
- Performs Preventive Maintenance & follows up on Corrective Maintenance work orders
- Reports service calls
- Advises and executes optimization of (sub) systems, consulting other technicians, controls and proposes improvements for the quality of the service process
- Inspects, diagnoses and repairs mechanical and electrical systems
- Communicates with various parties on the work performed and presents status of specialty systems
- Interprets engineering drawings in reference to layout, location, and operation of the system(s)
- Attends to call outs, faults, alarms and warnings

### **Control Room Operator**

The Control Room Operator is responsible for monitoring FIDS and HMI screens in the control room, and alerting/dispatching VI site personnel to affected areas within the BHS for incident resolution.

- Monitors FIDS and HMI screens
- Dispatches VI O&M employees
- Monitors assists with statistical reports
- Monitors set make-up assignments as required

### **Manual Encode Station Operator**

The Manual Encode Station Operator is responsible for monitoring bag flow at the BHS manual encode station. In its capacity, the ME Operator will manually scan baggage tags with a handheld scanner and re-enter bags into the BHS for sortation. The position is also responsible for receiving on-call requests from control room operations to clear bag jams in the baggage conveyance system, reset the system, and restore functionality.

- Scanning of baggage tags
- Attending to stoppages and bag jams

- Resetting faults and alarms
- Clearing bags
- Assist where required

#### **Operational Support Laborer/Unjammer**

The Operational Support Laborer/Unjammer is responsible for receiving on-call requests from control room operations to clear bag jams in the baggage conveyance system, reset the system, and restore functionality. The OSL is also responsible for collecting and transporting “non-conveyables” to different parts of the BHS areas for processing and to its final destination within the BHS if required. In its capacity, the OSL could be cross-functional as serving as a Manual Encode Station Operator.

- Clears bag jams and responds to incident calls in the baggage handling system
- Maintains cleanliness of system, providing cleaning including but not limited to sweeping, housekeeping, collecting trash, cleaning dust and debris and general housekeeping of area around system
- Demonstrates good mechanical aptitude and assists Technicians if needed
- Assists with scanning of bags and re-induction into BHS for sortation from the manual encode station

**ATTACHMENTS TO PART I  
ATTACHMENT B – BONDS**

00610 Performance and Maintenance Bond  
00616 Performance Bond

**ATTACHMENTS TO PART I**  
**ATTACHMENT C – EXEMPTION CERTIFICATES**

00560 Missouri Project Exemption Certificate  
00560.01 Kansas City Missouri Tax Exempt Certificate

**ATTACHMENTS TO PART I  
ATTACHMENT C – EXEMPTION CERTIFICATES**

**ATTACHMENTS TO PART I  
ATTACHMENT D - 00620 INSURANCE CERTIFICATE**

**ATTACHMENTS TO PART I**  
**ATTACHMENT E – 00630 REVENUE CLEARANCE RELEASE AUTHORIZATION**

**ATTACHMENTS TO PART I**  
**ATTACHMENT F – 00515.01 EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**