

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 62230574 – Rental Car Facility Improvement
KCI AIRPORT
AVIATION DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and DRAW Architecture + Urban Design, LLC (Design Professional). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose: 62230574 – Rental Car Facility Improvement:

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

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

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

B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in the Scope of Services.

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

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,500,000.00, as follows:
 - 1. Task Orders will establish individual lump sum fees and estimated reimbursable expense budgets for each project. The total of all task orders shall not exceed \$1,500,000.00.
 - 2. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment.
 - 1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
 - 1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 - 2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
 - 3. No request for payment will be processed unless it is accompanied by a copy of the most recent Audit Report submitted to CREO KC through the B2G on-line reporting system.

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

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

Design Professional: DRAW Architecture + Urban Design, LLC
Dominique Davison
214 W 21st St
Kansas City, MO 64108
Phone: (816) 531-8303
E-mail address: dominique@drawarch.com

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

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

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

Sec. 8. Responsibilities of City. City shall:

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

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

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

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

Sec. 11. Minority and Women’s Business Enterprises. City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of CREO KC, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other

professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 13. Effectiveness Date. This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 12/20/2023

By: *Dominique Dawson*

Name: DOMINIQUE DAWSON

Title: MANAGING PRINCIPAL

Date: 2/9/2024

DocuSigned by:
KANSAS CITY, MISSOURI
By: *Melissa Cooper*

606CFD790F064D7...
Name: Melissa Cooper

Title: Director of Aviation

Approved as to form:

Charlotte Ferns

19200C227622419
Assistant City Attorney

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

DocuSigned by:
Eric Clemenger 3/6/2024
Director of Finance 18F59B5A8EE444E... 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. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

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

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

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

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

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

Sec. 2. Indemnification for Professional Negligence.

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

Sec 3. Insurance.

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

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

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

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

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

Workers Compensation Statutory
Employers Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Design Standards and Endorsement.

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

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

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

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

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

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

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

Sec. 5. Copyright and Ownership of Documents.

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

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

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

Sec. 6. Governing Law.

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

Sec. 7. Compliance with Laws.

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

needs to carry out its obligations under this Agreement.

Sec. 8. Termination for Convenience.

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

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

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

Sec. 9. Default and Remedies.

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

Sec. 10. Waiver.

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

Sec. 11. Acceptance.

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

Sec. 12. Modification.

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

Sec. 13. Headings; Construction of Agreement.

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

Sec. 14. Severability of Provisions.

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

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

Sec. 15. Records.

A. For purposes of this section:

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

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

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

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

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

Sec. 16. Tax Compliance.

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

Sec. 17. Assignability and Subcontracting.

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

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

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

Sec. 18. Conflicts of Interest.

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

Sec. 19. Conflict of Interest - Certification.

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

Sec. 20. Buy American Preference.

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

Sec. 21. Independent Contractor.

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

Section 22. Employee Eligibility Verification.

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

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

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

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

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

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

by Chapter 3 of the City Code.

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

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

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

Sec. 28. Affirmative Action.

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

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

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

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

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

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

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

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

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

ATTACHMENT 1

SCOPE OF SERVICES

General Information

This will be an on-call service contract for projects related to the property commonly referred to as RAC CSB (Rental Car Customer Service Building) or CONRAC (Consolidated Rental Car Facilities).

Current list of Projects planned under this agreement include:

1. Mold remediation and remodel of lower level lobby and office spaces.
2. LED Retrofit – Public common shared areas and Facility Management spaces (Restrooms, CF Fixtures, Lobby Areas, Storage Rooms, Elevator , Breakroom, and Mechanical Rooms)
3. HVAC - (4) 40-Ton Roof Top Unit Replacement
4. Signage Upgrades in Customer Service Building and garage islands
5. Boiler and Boiler Pump Replacement
6. Roof Repairs

Project Scope

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

1. Analysis services through research and investigation of airport related issues; including, but not limited to, Capital Project analysis, environmental analysis, financial and land use analysis
2. Bid through Construction Administration
3. Development of specific project plans and specifications on landside projects including buildings and pavements

4. Planning Services
5. Development of spot design service plans
 - a. Electrical
 - b. Pavement & Markings
 - c. Architectural, interior design, LEED and renderings
 - d. Civil, landside paving & construction cost estimating
 - e. HVAC, plumbing & special use piping
 - f. Information technology
 - g. Landside street & building multi-voltage electrical
 - h. On-call construction team field reviews
 - i. Roofing & building envelopes
 - j. Structural design and City of KCMO special inspections
 - k. Surveying
6. Financial analysis of airport operations
7. Analysis of the airports capital improvement projects
8. Construction cost estimating
9. Project Management and administrative services
10. Other Design Services

ATTACHMENT 2

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of

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

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

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

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



Part III

AIRPORT REQUIRED TERMS AND CONDITIONS

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

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

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

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

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

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

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

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities



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

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

C. Compliance with Nondiscrimination requirements.

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

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



Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



SECTION 14. ACCOMMODATIONS. Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

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

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

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

SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS. Reserved.

SECTION 16. BREACH OF CONTRACT. Reserved.

SECTION 17. BUY AMERICAN PREFERENCE.

A. **BABA.** Reserved.

B. **Construction Materials.** Reserved.

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

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

SECTION 20. COPELAND ANTI-KICKBACK. Reserved.

SECTION 21. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 22. DEBARMENT AND SUSPENSION. Reserved.

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 24. DISTRACTED DRIVING. Reserved.

SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS. Reserved.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY. Reserved.

SECTION 27. FAIR LABOR STANDARDS ACT. Reserved.

SECTION 28. FOREIGN TRADE RESTRICTION. Reserved.

SECTION 29. LOBBYING FEDERAL EMPLOYEES. Reserved.

SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT. Reserved.

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



SECTION 32. PROHIBITION OF SEGREGATED FACILITIES. Reserved.

SECTION 33. RECOVERED MATERIALS. Reserved.

SECTION 34. RIGHT TO INVENTIONS. Reserved.

SECTION 35. SEISMIC SAFETY. Reserved.

SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.

SECTION 37. TERMINATION OF CONTRACT. Reserved.

SECTION 38. VETERAN'S PREFERENCE. Reserved.



Part III

AIRPORT REQUIRED TERMS AND CONDITIONS

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

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

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

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

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

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

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

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities



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

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

C. Compliance with Nondiscrimination requirements.

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

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



Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **Limited English Proficiency.** For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



SECTION 14. ACCOMMODATIONS. Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

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

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

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

SECTION 15. AFFIRMATIVE ACTION REQUIREMENTS. Reserved.

SECTION 16. BREACH OF CONTRACT. Reserved.

SECTION 17. BUY AMERICAN PREFERENCE.

A. **BABA.** Reserved.

B. **Construction Materials.** Reserved.

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

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

SECTION 20. COPELAND ANTI-KICKBACK. Reserved.

SECTION 21. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 22. DEBARMENT AND SUSPENSION. Reserved.

SECTION 23. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 24. DISTRACTED DRIVING. Reserved.

SECTION 25. DOMESTIC PREFERENCES FOR PROCUREMENTS. Reserved.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY. Reserved.

SECTION 27. FAIR LABOR STANDARDS ACT. Reserved.

SECTION 28. FOREIGN TRADE RESTRICTION. Reserved.

SECTION 29. LOBBYING FEDERAL EMPLOYEES. Reserved.

SECTION 30. OCCUPATIONAL SAFETY AND HEALTH ACT. Reserved.

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



SECTION 32. PROHIBITION OF SEGREGATED FACILITIES. Reserved.

SECTION 33. RECOVERED MATERIALS. Reserved.

SECTION 34. RIGHT TO INVENTIONS. Reserved.

SECTION 35. SEISMIC SAFETY. Reserved.

SECTION 36. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.

SECTION 37. TERMINATION OF CONTRACT. Reserved.

SECTION 38. VETERAN'S PREFERENCE. Reserved.

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

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

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

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

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

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

II. Required Submissions with Proposal.

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

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

III. Required Submissions Prior to Contract Award.

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

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

IV. Additional Required Submissions when Requested by City.

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

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

V. Required Monthly Submissions during term of Contract.

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

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



VI. Required Submittals for Final Contract Payment.

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

VII. Additional Submittals.

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

VIII. MBE/WBE Participation Credit.

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

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

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



and WBEs to submit a proposal.

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



when this documentation must be submitted.

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

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

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

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

XI. Appeals.

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

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

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

XII. Access to Documents and Records.

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

XIII. Miscellaneous.

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

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

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

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

PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS

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

I. City's Construction Employment Program.

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

II. Required Monthly Submissions during Term of Contract.

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

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

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

III. Submittal Required for Final Contract Payment.

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

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

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



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



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

V. Appeals.

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

VI. Access to Documents and Records.

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

VII. Miscellaneous.

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

VIII. Liquidated Damages; Suspension – Workforce Program.

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

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

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

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

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

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



suspension arising hereunder.

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



AFFIDAVIT OF INTENDED UTILIZATION

(This Form must be submitted with your Bid/Proposal)

(Department Project)

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

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

1. This Affidavit is made for the purpose of complying with the provisions of the Civil Rights & Equal Opportunity Department’s submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.

2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS: _____% MBE _____% WBE

BIDDER/PROPOSER PARTICIPATION: _____% MBE _____% WBE

3. To the best of Bidder’s/Proposer’s knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder’s/Proposer’s subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept. Of Civil Rights & Equal Opportunity)*

a. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

b. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

c. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____



(List additional MBE/WBEs, if any, on additional pages and attach to this form)

4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the ***Contractor Utilization Plan/Request for Waiver (CREO KC 08)***.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the CREO KC Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

_____ of _____
(Title) (Name of Bidder/Proposer)

Dated: _____ By: _____
(Affiant)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public





CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number 62230574

Project Title Rental Car Facility Improvement

(Department Project) General Services
Department

DRAW Architecture + Urban Design, LLC
(Bidder/Proposer)

STATE OF Missouri)

COUNTY OF Jackson) ss

I, Dominique Davison, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.

2. The project target goals are 13 % MBE and 13 % WBE.

3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 13 % MBE 13 %
WBE

POST-BID/POST-RFP ESTIMATED BUDGET: \$ 1,500,000.00

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

Name of M/WBE Firm Custom Engineering, Inc
Address 12760 E Highway 40, Independence, MO 64055
Telephone No. 816-350-1473
I.R.S. No. 43-1031915



Name of M/WBE Firm Leigh O'Kane, LLC
 Address 209 SE Douglas St, Lee's Summit, MO 64063
 Telephone No. 816-444-3144
 I.R.S. No. 43-1386621

Name of M/WBE Firm Lightworks, Inc
 Address 361b Main, Weston, MO 64098
 Telephone No. 816-640-9948
 I.R.S. No. _____

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

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

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

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Custom Engineering	Contractor	\$ 195,000.00		13.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



TOTAL MBE \$ / TOTAL MBE %: \$ 195,000.00 13.00 %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Lightworks	Contractor	\$ 30,000.00		2.00
Leigh O'Kane	Contractor	\$ 12,000.00		1.00
DRAW Architecture + Urban Design	Contractor	\$ 153,000.00		10.00
TOTAL WBE \$ / TOTAL WBE %:		<u>\$ 195,000.00</u>		<u>13.00 %</u>


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

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

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

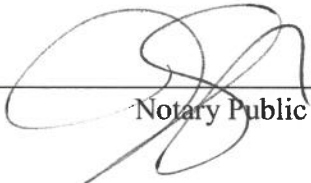
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting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

Bidder/Proposer primary contact: Dominique Davison
 Address: 214 W 21st Street
Kansas City, MO 64108
 Phone Number: 816-531-8303
 Facsimile number: _____
 E-mail Address: dominique@drawarch.com

By: 
 Title: Managing Principal
 Date: Dec. 18, 2023
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 18th day of December, 2023.

My Commission Expires: 06-26-2027


 Notary Public

JENNIFER EYLER
 NOTARY PUBLIC - NOTARY SEAL
 STATE OF MISSOURI
 MY COMMISSION EXPIRES JUNE 26, 2027
 JACKSON COUNTY
 COMMISSION #11283722





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Rental Car Facility Improvement

Project Location/Number 62230574

PART I: Prime Contractor DRAW Architecture + Urban Design, LLC agrees to enter into a contractual agreement with M/W/DBE Subcontractor Custom Engineering, Inc who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
Updating boiler, HVAC, and lighting throughout rental car facility

for an estimated amount of \$ 195,000 (or 13 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

b) Scope of work to be performed: _____

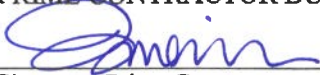
c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: DRAW Architecture + Urban Design, LLC


Signature: Prime Contractor
Managing Principal
Title

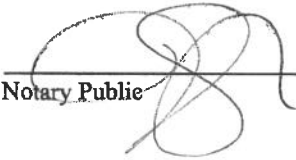
Dominique Davison
Print Name
12/18/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 18th day of Dec, 20 23

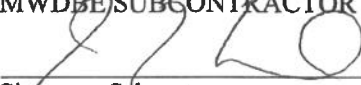
My Commission Expires: 06/26/2027


Notary Public

STAMP:

JENNIFER EYLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 26, 2027
JACKSON COUNTY
COMMISSION #11283722

MWD BE SUBCONTRACTOR BUSINESS NAME: Custom Engineering


Signature: Subcontractor
CEO
Title

Joseph T. Davis
Print Name
12/18/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this day of 18th Dec, 20 2023

My Commission Expires: 8/8/2024


Notary Public

STAMP:

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



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Rental Car Facility Improvement

Project Location/Number 62230574

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

Structural upgrades as necessary to support renovation

for an estimated amount of \$ 12,000 (or 1 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: DRAW Architecture + Urban Design, LLC

Dominique Davison
Signature: Prime Contractor
Managing Principal
Title

Dominique Davison
Print Name
12/18/2023
Date

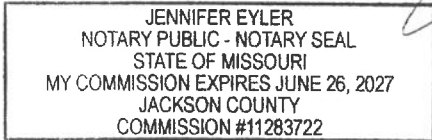
State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 18th day of Dec, 20 23

My Commission Expires: 06/26/2027 *Jennifer Eyer*
Notary Public

STAMP:



MWD BE SUBCONTRACTOR BUSINESS NAME: Leigh O'Kane, LLC

Amanda R Bush
Signature: Subcontractor
Principal
Title

Amanda R Bush
Print Name
12-18-2023
Date

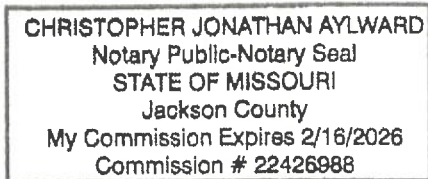
State of Missouri)
County of Jackson)

I, Christopher Jonathan Aylward, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 18, 20 23

My Commission Expires: 02/16/2026 *Christopher Jonathan Aylward*
Notary Public

STAMP:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Rental Car Facility Improvement

Project Location/Number 62230574

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

Lighting upgrades to LED fixtures through out rental car facility, non-tenant spaces

for an estimated amount of \$ 30,000 (or 2 % of the total estimated contract value.)

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

Full address: _____

Street number and name City, State and Zip Code

Primary contact: _____

Name Phone

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

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

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

b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: DRAW Architecture + Urban Design, LLC



Signature: Prime Contractor

Managing Principal

Title

Dominique Davison

Print Name

12/18/2023

Date

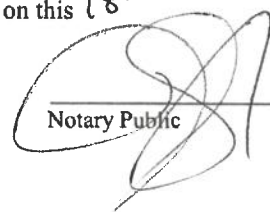
State of Missouri)

County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 18th day of Dec, 2023

My Commission Expires: 06/26/2027

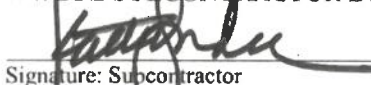


Notary Public

STAMP:

JENNIFER EYLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 26, 2027
JACKSON COUNTY
COMMISSION #11283722

MWDBE SUBCONTRACTOR BUSINESS NAME: LIGHT WORKS, INC.



Signature: Subcontractor

PRESIDENT

Title

KATHI VANDEL

Print Name

12.18.23

Date

State of Missouri)

County of Platte)

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

Subscribed and sworn to before me, a notary public, on this day of 18th, 2023

My Commission Expires: 12-06-2025



Notary Public

STAMP:

DIANA L. SUMMERS
NOTARY SEAL
Platte County
Commission # 13445576
NOTARY PUBLIC - STATE OF MISSOURI
My Commission Expires 12-06-2025

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contractor Utilization Plan Approval Form**

Date: 11-21-23
Form Prepared By: Sara Hurst

Contract/Project Number: 62230574	Developer/Prime: DRAW Architecture + Urban Design
Project Name: Rental Car Facility Improvement	Contact Information: Dominique Davison dominique@drawarch.com
Final Contract Value: 1,500,000.00	Address: 214 W 21st St. KCMO 64108

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: <u>74</u> %
MBE: <u>13</u> %	MBE: <u>13</u> %
WBE: <u>13</u> %	WBE: <u>13</u> %
Non-certified firms: ____%	Non-certified firms: ____%

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:

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

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

The Contractor Utilization Plan is:

Approved Disapproved

13 % MBE 13 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

Appeal Sent to FICB or Incentive Agency? Yes _____ FICB _____ Incentive Agency No

CREO Signature: Rio Cervantes-Reed Date: 12/27/2023

Comments:



**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Nondiscrimination & Equal Opportunity Review Form**

Date: 11-28-23
Form Prepared By: Sara Hurst

Contract/Project Number: 62230574	Project Name: Rental Car Facility Improvement
Developer/Prime: DRAW Architecture + Urban Design	Contact Information: Dominique Davison dominique@drawarch.com
Final Contract Value: 1,500,000.00	Project Manager: Dylan James

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

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

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <input checked="" type="checkbox"/>	Ch. 38: <input checked="" type="checkbox"/>
RSMo 213: <input checked="" type="checkbox"/>	Title VI: <input checked="" type="checkbox"/>
MWDBE: <input checked="" type="checkbox"/>	Prevailing Wage and Labor Standards: <input checked="" type="checkbox"/>
SLBE: <input checked="" type="checkbox"/>	RSMo 34 Anti-Discrimination Against Israel: <input checked="" type="checkbox"/>

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature Rio Cervantes-Reed Date: 12/27/2023

DocuSigned by:

FEC59457D32E400...

Comments:





LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Rental Car Facility Improvement

Project Location/Number 62230574

PART I: Prime Contractor DRAW Architecture + Urban Design, LLC agrees to enter into a contractual agreement with M/W/DBE Subcontractor Custom Engineering, Inc who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]
Updating boiler, HVAC, and lighting throughout rental car facility

for an estimated amount of \$ 195,000 (or 13 % of the total estimated contract value.)

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

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

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

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

(1) Company name: _____

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

Primary contact: _____
Name Phone

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

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

b) Scope of work to be performed: _____

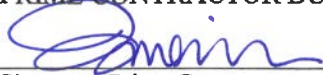
c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: DRAW Architecture + Urban Design, LLC


Signature: Prime Contractor
Managing Principal
Title

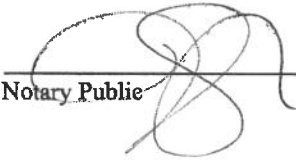
Dominique Davison
Print Name
12/18/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 18th day of Dec, 2023

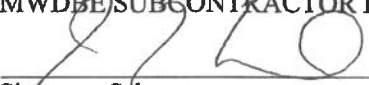
My Commission Expires: 06/26/2027


Notary Public

STAMP:

JENNIFER EYLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 26, 2027
JACKSON COUNTY
COMMISSION #11283722

MWD BE SUBCONTRACTOR BUSINESS NAME: Custom Engineering


Signature: Subcontractor
CEO
Title

Joseph T. Davis
Print Name
12/18/2023
Date

State of Missouri)
County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this day of 18th Dec, 202023

My Commission Expires: 8/8/2024


Notary Public

STAMP:

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



LETTER OF INTENT TO SUBCONTRACT

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

Project Name/Title Rental Car Facility Improvement

Project Location/Number 62230574

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

Structural upgrades as necessary to support renovation

for an estimated amount of \$ 12,000 (or 1 % of the total estimated contract value.)

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

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

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 - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: _____

Full address: _____

Street number and name

City, State and Zip Code

Primary contact: _____

Name

Phone

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

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

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

b) Scope of work to be performed: _____

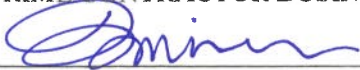
c) The dollar value of this agreement is: _____



PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: DRAW Architecture + Urban Design, LLC

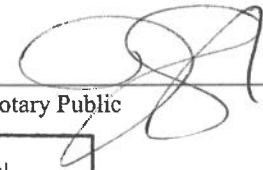

Signature: Prime Contractor
Managing Principal
Title

Dominique Davison
Print Name
12/18/2023
Date

State of Missouri)
County of Jackson)

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


Subscribed and sworn to before me, a notary public, on this 18th day of Dec, 20 23

My Commission Expires: 06/26/2027 
Notary Public

STAMP:

JENNIFER EYLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 26, 2027
JACKSON COUNTY
COMMISSION #11283722

MWD BE SUBCONTRACTOR BUSINESS NAME: Leigh O'Kane, LLC


Signature: Subcontractor
Principal
Title

Amanda R Bush
Print Name
12-18-2023
Date

State of Missouri)
County of Jackson)

I, Christopher Jonathan Aylward, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of 18, 20 23

My Commission Expires: 02/16/2026 
Notary Public

STAMP:

CHRISTOPHER JONATHAN AYLWARD
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 2/16/2026
Commission # 22426988



LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Rental Car Facility Improvement

Project Location/Number 62230574

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

Lighting upgrades to LED fixtures through out rental car facility, non-tenant spaces

for an estimated amount of \$ 30,000 (or 2 % of the total estimated contract value.)

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- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
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(1) Company name: _____

Full address: _____

Street number and name City, State and Zip Code

Primary contact: _____

Name Phone

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

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

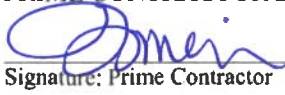
b) Scope of work to be performed: _____

c) The dollar value of this agreement is: _____

PART 3:

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

PRIME CONTRACTOR BUSINESS NAME: DRAW Architecture + Urban Design, LLC


Signature: Prime Contractor

Dominique Davison

Print Name

Managing Principal

12/18/2023

Title

Date

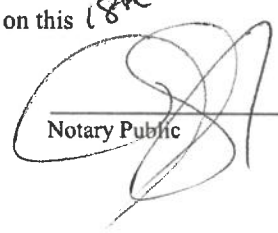
State of Missouri)

County of Jackson)

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

Subscribed and sworn to before me, a notary public, on this 18th day of Dec, 2023

My Commission Expires: 06/26/2027


Notary Public

STAMP:

JENNIFER EYLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 26, 2027
JACKSON COUNTY
COMMISSION #11283722

MWDBE SUBCONTRACTOR BUSINESS NAME: LIGHT WORKS, INC.


Signature: Subcontractor

KATHI VANDEL

Print Name

PRESIDENT

12.18.23

Title

Date

State of Missouri)

County of Platte)

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

Subscribed and sworn to before me, a notary public, on this day of 18th, 2023

My Commission Expires: 12-06-2025


Notary Public

STAMP:

DIANA L. SUMMERS
NOTARY SEAL
Platte County
My Commission Expires 12-06-2025
Commission # 13445576
NOTARY PUBLIC - STATE OF MISSOURI



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____ % MBE	_____ % WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

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

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

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

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

b. _____ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
 _____ % MBE _____ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

TO

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

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

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



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

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

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

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

___The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



CREO KC MONTHLY REPORTING INSTRUCTIONS

M/WBE Monthly Utilization Report Instructions

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

Prevailing Wage Certified Payroll Report Instructions

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

Workforce Monthly Report Instructions

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



M/WBE Monthly Compliance Audit Online Reporting Instructions

PRIME INSTRUCTIONS:

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

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

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

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

SUBCONTRACTOR INSTRUCTIONS:

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

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

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

NOTE: Complete one M/WBE report per project.

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





CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. _____ and Project Title _____.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) ___ Prevailing wage does not apply; or

(✓) ___ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA
List certifications:

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

Business Entity Type:	Subcontractor's Legal Name and Address
<input type="checkbox"/> Missouri Corporation	_____
<input type="checkbox"/> Foreign Corporation	_____
<input type="checkbox"/> Fictitious Name Corporation	_____
<input type="checkbox"/> Sole Proprietor	_____
<input type="checkbox"/> Limited Liability Company	Phone No. _____
<input type="checkbox"/> Partnership	Fax: _____
<input type="checkbox"/> Joint Venture	E:mail: _____
<input type="checkbox"/> Other (Specify)	Federal ID No. _____

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

By: _____	_____
(Signature)	(Print Name)
_____	_____
(Title)	(Date)

NOTARY

Subscribed and sworn to before me this ____ day of _____, 20____.

My Commission Expires: _____ By _____

_____	_____
Print Name	Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2023

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

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

PRODUCER Carpenter & Company, Inc. 8301 State Line Road, Ste. G-A Kansas City MO 64114	CONTACT NAME: Ann Talbott PHONE (A/C No. Ext): (816) 932-9333 E-MAIL ADDRESS: ann@carpcomp.com	FAX (A/C, No): (816) 444-7935	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Draw Architecture & Urban Design 214 W 21st St Ste 200 Kansas City MO 64108 (816) 531-8303	INSURER A: Hartford Accident and Indemnity		22357
	INSURER B: Continental Casualty Company		20443
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES AT **CERTIFICATE NUMBER:** Cert ID 29451 (27) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6021450977	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6021450977	03/22/2023	03/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6021518128	03/22/2023	03/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WBCBM4273	07/12/2023	07/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEH591952132	08/31/2023	08/31/2024	Per claim \$ 4,000,000 Aggregate \$ 4,000,000

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

Project: 62230574 - Rental Car Facility Improvement

City of Kansas City, Missouri, its agencies, officials, officers, and employees while acting is the scope of their authority are Additional Insured with respect to the General & Hired & Non Owned Auto Liability provided when required by written contract by endorsement SB300176-E (Pg 1 #2) and see form SB146902-G for Hired and Non Owned coverage to include the Additional Insured and Primary Non Contributory provision. Item #4 pg 2 & Item H. 1 page 3. This form overrides the exclusion found on page 7 of 11, section B. Exclusions, Item 1. on page 8 of the endorsement SB300176-E.

CERTIFICATE HOLDER

sara.hurst@kcmo.org

City of Kansas City, Missouri
 General Services Department
 414 E. 12th St

Kansas City MO 64106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Talbott

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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
11/03/2023

CERTIFICATE HOLDER:

City of Kansas City, Missouri
General Services Department
414 E. 12th St

Kansas City MO 64106

INSURED:

Draw Architecture & Urban Design

214 W 21st St Ste 200
Kansas City MO 64108

DESCRIPTION OF OPERATIONS CONTINUED:

Waiver of Subrogation applies with respect to the General Liability & Hired & Non Owned Auto Liability when required by written contract is provided by endorsement SB300176-E (GL see pg. 4 Item #8), (Auto see pg. 5 E. 2) and SB146902G and with respect to the Workers Compensation by endorsement WC 00 0313.

Umbrella follows form with respect to the General Liability.



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

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

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

Letter Id: L1515989760
Date: 20-Dec-2023
Taxpayer Id: **-***7290

DRAW ARCHITECTURE & URBAN DESIGN LL
214 W 21ST ST STE 200
KANSAS CITY MO 64108-2000



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that DRAW ARCHITECTURE & URBAN DESIGN LL is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

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

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



ATTACHMENT __
01150 - AIRPORT SECURITY CONTROL PROCEDURES
KANSAS CITY INTERNATIONAL AIRPORT (KCI)

Term Definitions

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

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

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

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

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

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

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

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

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

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

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

FAA means Federal Aviation Administration.

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

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

Secured area means a portion of an airport, specified in the airport security program, in which certain security measures specified in TSR Part 1542 are carried out. This area is where aircraft operators and foreign air carriers that have a security program under TSR Part 1544 or 1546 enplane and deplane passengers and sort and load baggage and any adjacent areas that are not separated by adequate security measures.

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

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

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

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

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

AIRPORT SECURITY RESPONSIBILITIES

A. Tenant / Contractor Responsibility

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

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

B. Individual Responsibility

Under the provisions of TSR 1540.101, individuals will be held accountable for all security violations described in TSR 1540.103, 1540.105 and the KCI Airport Security Program. Violators may be subject to civil and/or local penalties. No person may tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented under TSR Part 1540 or the KCI Airport Security Program.

No person may enter or be present within, a Secured Area, AOA, SIDA or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas. No person may use, allow to be used, or cause to be used, any airport-issued or airport-approved identification medium that authorizes the access, presence, or movement of persons or vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the appropriate authority under TSR Parts 1542, 1544, 1546 or the KCI Airport Security Program.

KCI will provide information regarding individual responsibilities to each employee granted unescorted access authority to the Secured Area, SIDA, and/or AOA. (**Attachment 1**)

C. Falsification

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

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

AIRPORT SECURITY OPERATIONS

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

A. Secured Areas

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

Access Control System

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

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

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

KCI uses a special series of restricted keys and blank keys designed by the Best Lock Company. The keys and blank keys are not available to the public and are stamped with the statement "Duplication Prohibited". Locks and keys for access points, except those controlled by tenants for their leaseholds, are controlled by the Aviation Department. The Aviation Department's designated locksmith is charged with maintaining possession of all blank keys and padlocks, along with preparing them for use. The locksmith will cut keys as required and stamp them with a control number and an individual serial number. The control number identifies the lock or padlock they operate. The serial number is an individual key identification and identifies to whom the key was issued. The locksmith will also prepare padlocks for securing the AOA Perimeter post gates that are

not controlled by card readers. After the keys and padlocks are prepared, they will be charged out to the Airport ID Office. The Airport ID Office will then assume control, accountability, and responsibility of the keys and padlocks.

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

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

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

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

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

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

B. Air Operations Area (AOA)

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

Access Control System

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

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

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

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

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

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

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

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

C. Security Identification Area (SIDA)

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

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

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

D. Accountability

When a key has been lost, reported stolen, or not returned by terminated or transferred employees, the tenant / contractor, organization manager, or Key Custodian will immediately notify the Airport ID Office or the Airport Communication Center at 243-4000. The tenant manager / contractor and the Aviation Department will take immediate action to monitor those access points compromised, to include the associated general ramp area. If appropriate, a physical description of the individual

will also be provided to the Airport Police. The Airport Police will make additional patrols in the area and challenge any suspicious individuals or activity until all affected locks are changed.

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

E. Fingerprint Based Criminal History Records Check

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- KCI or an aircraft operator will conduct a full 10-year employment verification on the individual. An individual will not be considered "cleared" under this investigation if there is an unexplained gap of 30 days or more pertaining to the individual's whereabouts during this 10-year period.
- The individual must present, with his or her application for unescorted access authority, a certified birth certificate (along with a certified translation if the birth certificate is not in English).

- The individual must present, with his or her application for unescorted access authority, a current government issued identification card with a photo of the individual.
- If the individual is a foreign national, the individual must present, with the application for unescorted access authority, a valid and current work visa or other equivalent document (which must be verified with the Immigration and Naturalization Service).
- KCI or an aircraft operator will request, through the TSA, a manual FBI criminal history records check (CHRC) based on personal information contained in the procedure described above.

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

- \$31 – fingerprints taken using the Airport’s Submitting Office Number (SON).
- \$29 – fingerprints taken for TSA screeners.

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

F. Identification Systems

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

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

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

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

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

- Airline Temporary Badges – Temporary badges are issued to KCI Airline Managers for the purpose of providing non-KCI based airline employees temporary access to the Secured Area.

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

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

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

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

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

- Airport ID Office personnel must verify the identity of the individual through 2 forms of identification prior to fingerprinting and ensure the printed name on the application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.
- Application form, **Attachment 10** - must be completed, and signed by the applicant and an individual listed on the respective Authorized Signature Form. The employer of the individual for whom the badge is being requested must make applications for badges. Please refer to the instructional document entitled, “Step-by-Step Procedures for the Completion of the KCI Airport ID Badge / Proximity Card Application (Attachment 10)”, which is located at the end of this document.
- Fingerprint Application, **Attachment 7** - must be completed and signed by the applicant or present a Certification form, **Attachment 9**, signed by an individual listed on the Authorized Signature Form.
- Certificate for Reassigned or Temporarily Assigned Airline or Tenant Employees form, **Attachment 12** - must be completed and signed by those individuals who have received Secured Area/SIDA training at another airport and desire to waive the training at KCI. This form includes a map and description of the Secured Area/SIDA and contains contact information for law enforcement.

- Tenant and Contractor Letter of Agreement, **Attachment 13** - must be completed and signed by both the tenant company and the contractor company and must be on file in the Airport ID Office before any badge is issued to contract employees. This form ensures the contractor is authorized to provide services for a tenant company. The form describes requirements for deposits, badges not returned, and badge renewals. The project completion date listed on the form will be the badge expiration, not to exceed 24 months.

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

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

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

G. Training

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

ATTACHMENT __
KCAD VEHICLE INSPECTION AND SAFETY PROGRAM

Purpose

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

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

AOA locations exempt from this program include:

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

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

Motorcycles are prohibited, with the exception of law enforcement.

Types of Permits

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

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

- **Permanent**

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



- **Temporary**

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



Vehicle Requirements

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

- **Identification**

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

- **Special Lighting**

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

- **Required Vehicle Safety Equipment**

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

- **Insurance**

The limits of insurance coverage is governed by Commercial Development. Prior to the issuance of the permit decal, proof of the following insurance is required:

Signatory Airlines

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

Non-signatory airlines and all other tenants and contractors

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

Acquiring a Permit

Each company, tenant, government agency, contractor, who has an operational need to operate a vehicle on the AOA, shall complete and have on file with Airport Operations, a list of those

individuals employed by each organization that have the authority to request an AOA vehicle permit.

Each company, tenant, government agency, contractor shall make a request from Airport Operations for a Permanent/Temporary AOA decal. Once the request has been received, and confirmed that the minimum insurance and registration and/or lease agreement requirements are met, Airport Operations shall make arrangements to inspect the vehicle to ensure it meets the minimum requirements. Once the vehicle has passed the inspection, a decal will be affixed to a prominent location on the driver side, such as the windshield, front bumper, or forward side. Once the decal has been affixed to the vehicle, the application form will reflect the permit number that was issued, and the database updated.

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

Failure to Maintain Minimum Lighting and Safety Equipment

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

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

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



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

vehicle will request Airport Operations to inspect the vehicle. Once inspected and passed, a new decal will be issued and affixed to the vehicle.

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

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

Audit Program

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

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

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

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



COMPUTER-AIDED DESIGN (CAD) STANDARDS

Last Revision: Dec. 5, 2022

Preface:

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

The following CAD standards are required for all work done by design professional consultants when performing work for the City of Kansas City, Missouri, Aviation Department (KCAD), or on behalf of tenants making modifications on airport property. It is the responsibility of all consultants and sub-consultants to provide KCAD with CAD data documenting the project which is clean, accurate and well organized.

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

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

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

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

KCAD may require partial submittals of CAD files, graphics or other such digital information for the purpose of producing City Council or Department exhibits; expedient delivery of files is often required of the design consultant when such exhibits are needed.

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

* = LOD Specification publication is available at this website: bimforum.org/resources

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



City of Kansas City, Missouri Aviation Department

I. Software Independent Criteria

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

* = The NCS publication is available at these websites:

nationalcadstandard.org or csiresources.org/standards/ncs or nibs.org/projects/united-states-national-cad-standard-ncs



City of Kansas City, Missouri Aviation Department

II. Software Specific Criteria

- All electronic files submitted shall be provided in KCAD's current software versions:
 - **Autodesk Revit & RevitLT = Release 2019.**
 - **Autodesk Civil3D & Map3D = Release 2019 or later**
- Final site related CAD models (*filename.dwg*) deliverable – **All site related files must be properly positioned in the NAD83 MO state plane coordinate system. All Model data shall reside in a ModelSpace and all title block sheet related data shall reside in a PaperSpace layout.** Plotting instructions, any related cell/block libraries, ctb files, all raster image attachments, any OLE linked files, and all non-CAD graphic files produced in relation to the CAD models shall be included in the final delivery. *All necessary reference files shall be included and attached with any submittal. Bound files may, with prior KCAD approval, be an acceptable delivery alternative.*
 - CAD Model file names – Unless a consultant's proposed schema for CAD model file naming has been approved by KCAD beforehand all CAD model file naming shall adhere to this syntax:
KCADprojectNumber_1-4characterDisciplineDesignator-AbbreviatedFirmName-OptionalDescriptor.DWG
 - Autocad Layers - Layer Names shall adhere to the layer name schema described in the AIA CAD Layer Guidelines as included in the current published version of the NCS. When a specific layer name is listed in the guidelines for a specific usage that is the KCAD preferred syntax for that layer's name. Either the full or abbreviated layer naming version of the schema is acceptable.
 - Linestyles / Linetypes – Line style patterns, usage of line thicknesses to provide appropriate contrast, etc. at printed sheets shall adhere to industry standards defined in the UDS portion of the NCS. All custom linestyles and linetypes (ie: supplemental to default Autodesk delivered ones) that are used in DWG files shall be supplied to KCAD by the design consultant.
 - Layout Views – Architect/Engineer seals should, of course, be removed from them but the individual Layout views pertaining to each pdf record drawing/sheet shall be retained in the final delivered model files. The names of those sheet Layout views shall include the sheet number corresponding to the printed record drawing/sheet to which they pertain.
- Final building related CAD models (*filename.rvt*) deliverable – **All project team Revit models shall reside in a shared coordinate system which has been properly coordinated with the NAD83 MO state plane coordinates defined in the project's 'master' Civil dwg file. All linked files shall be included with any submittal.**
 - BIM Model file names – Unless a consultant's proposed schema for BIM model file naming has been approved by KCAD beforehand all BIM model file naming shall adhere to this syntax:
KCADprojectNumber_1-4characterDisciplineDesignator-AbbreviatedFirmName-OptionalDescriptor-RevitVersionNumber.RVT
If/when Revit models become backward compatible that version number suffix will no longer be required.
 - Sheet Views - Architect/Engineer seals should, of course, be removed from them but the sheet views corresponding to each issued pdf record drawing/sheet shall be retained in the final delivered model files. The names of those sheet views must include the sheet number corresponding to the printed record drawing/sheet to which they pertain.
 - The exporting of 2D dwg files from each sheet view corresponding to an issued record drawing is an acceptable alternative to retaining those sheet views within the final delivered model. In this alternate delivery scenario the name of each exported dwg file shall match exactly the file name syntax of the pdf versions of those 'record drawing' sheets.

ATTACHMENT ____

ELECTRONIC FORMAT REQUIREMENTS

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

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

1. Electronic Format Requirements and Naming Conventions

Drawings/plans

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

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

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

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

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

2. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

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

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

00005 Certifications Page/s
00010 Table of Contents
00015 List of Drawings
00210 Instructions to Bidders
00411 Itemized Prices

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

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

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

A. GENERAL:

MARGINS, Top - 1", Bottom - 1", Right - 1", Left - 1". TAB SETTINGS, every 0.5". Applies to all sections of specifications.

B. SECTION HEADINGS:

FONT - Times New Roman (or approved equal), 11 point, all caps. ALIGNMENT - Left; SPACING - Double.

C. PARAGRAPH HEADINGS:

FONT - Times New Roman (or approved equal), 11 point, ALIGNMENT - Left; SPACING - Double.

D. PARAGRAPH TEXT:

FONT - Times New Roman (or approved equal), 11 point, ALIGNMENT - Left; SPACING - Single; Double spaced between paragraphs. INDENT, 0.5" left with 0.5" hanging indent, and additional 0.5" for each subparagraph.

E. PARAGRAPH NUMBERING AND FOOTERS:

Multilevel numbering following the MasterSpec numbering convention.

F. Change the term "Architect" to "Design Professional".

4. CONTRACT ORIGINALS – PROCESSING AND APPROVAL

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

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

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

5. CONTRACT PROCESSING SCHEDULES

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

6. PREPARING AND ISSUING ADDENDA

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

7. PRE-BID/PRE-CONSTRUCTION CONFERENCE

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

If you have any questions regarding these instructions, please contact Sara Hurst, Contract Administrator, at (816) 243-3052.

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

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

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Director of Architecture (title) of DRAW architecture + urban design LLC (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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


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

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

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


Affiant's signature

Subscribed and sworn to before me this 30th day of October, 20 23


Notary Public

My Commission expires:

JENNIFER EYLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 26, 2027
JACKSON COUNTY
COMMISSION #11283722

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

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the DRAW Architecture + Urban Design LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 362706

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 362706

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number: 362706

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer DRAW Architecture + Urban Design LLC	
Name (Please Type or Print) Dominique D Davison	Title
Signature Electronically Signed	Date 10/06/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/06/2010

Company ID Number: 362706

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	DRAW Architecture + Urban Design LLC
Company Facility Address	214 W 21st Street Kansas City, MO 64108
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	203617290
North American Industry Classification Systems Code	541
Parent Company	none
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 362706

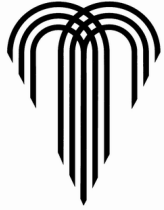
Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Dominique D Davison
Phone Number (816) 531 - 8303
Fax Number (816) 531 - 8305
Email Address dominique@drawarch.com

Name Jennifer Eyler
Phone Number (816) 531 - 8303
Fax Number
Email Address jennifer@drawarch.com

Company ID Number: 362706

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ATTACHMENT __ SUBCONTRACTORS LIST

Project Number 62230574 _____ Project Title Rental Car Facility Improvement _____

Contractor DRAW Architecture and Urban Design, LLC Date 11/8/2023

Firm, Address, Contact	Phone, FAX and e-mail	Scope of Work (i.e Supplier, Consulting Firm, Electrical)
Custom Engineering, Inc 12760 E Highway 40, Independence, MO 64055 Joe Davis	816-350-1473 JTDavis@customengr.com	MEP
Lightworks, Inc 361B Main, Weston, MO 64098 Kathi Vandel	816-640-9948 kathi@lightworkskc.com	Lighting Consultant
Leigh O’Kane, LLC 209 SE Douglas St, Lee’s Summit, MO 64063 Adam O’Kane	816-444-3144 aokane@leok.com	Structural



EXPERIENCE AND REFERENCE SUMMARY

Project Number: 62230574

Project Title: Rental Car Facility Improvement

Firm's Legal Name	DRAW architecture + urban design, LLC
Mailing Address	214 W. 21st Street, Kansas City, MO 64108
Contact – Name & Email	Dominique Davison, dominique@drawarch.com
Contact – Phone & Fax	816-531-8303

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	Kansas City International Airport - NEW TERMINAL	Kansas City Aviation Department 601 Brasilia Ave., Kansas City, MO 64153 (816) 243-3000	2017 - Ongoing, est.: 2023	\$3,857,074.00
2.	Kansas City Zoo - Sea Lion Exhibit	Linda Falk, CAO Friends of the Zoo 6800 Zoo Drive, Kansas City, MO 64132 lindafalk@fotzkc.org	2021 - Ongoing	\$2000,000.00
3.	KCFD Various Station Renovations	Ingrid Bunn, City of Kansas City, Missouri'414 E 12th St., Kansas City, MO 64106 (816) 513-2520, ingrid.bunn@kcmo.org	2014 - Ongoing	\$239,552.00
4	SLBE Budd Park Shelter Master Plan	Scott Overbay, KCMO Parks and Recreation 4600 E 63rd Street, Kansas City, MO 64130 816-513-7628, Scott.overbay@kcmo.org	July 2022 - Ongoing	\$53,450.00
5	SLBE Blues Park Skate Facility	William Warren, KCMO Parks and Recreation 4600 E 63rd Street, Kansas City, MO 64130 816-513-7614, william.warren@kcmo.org	April 2023 - Ongoing	\$101,450.00
6	KCFD Station 15	Ingrid Bunn, City of Kansas City, Missouri'414 E 12th St., Kansas City, MO 64106 (816) 513-2520, ingrid.bunn@kcmo.org	2017 - 2019	\$636,500.00
7				
9				
10				

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT
(required for any contractor with 50 or more employees and
a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 2nd day of November, 20 23, before me appeared Dominique Davison, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Managing Principal, Owner (title) of DRAW architecture + urban design LLC (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that [*enter business entity name*] has an affirmative action program (the "Program") in place and will maintain the Program for the duration of its contract with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 the City's Code of Ordinances.

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


Affiant's signature

Subscribed and sworn to before me this 2nd day of November, 2023.


Notary Public

My Commission expires: 6/26/2027

JENNIFER EYLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JUNE 26, 2027
JACKSON COUNTY
COMMISSION #11283722

AFFIRMATIVE ACTION PROGRAM INSTRUCTIONS

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

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

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

C. **Questions:** If you have any questions regarding the Affirmative Action requirements, please contact Edwina Jones (816) 513-6802.



File #: 240028

ORDINANCE NO. 240028

Authorizing a \$1,500,000.00 design professional services contract with DRAW architecture + urban design, LLC, for the Rental Car Facility Improvement project at the KCI; and authorizing a maximum expenditure of \$1,650,000.00.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute a contract with DRAW architecture + urban design, LLC, for design professional services for Contract No. 62230574 - Rental Car Facility Improvement for \$1,500,000.00. A copy of the contract is on file in the Aviation Department.

Section 2. That the Director of Aviation is hereby authorized to amend and increase this contract by a contingency not to exceed \$150,000.00.

Section 3. That the sum of \$1,650,000.00 has been previously appropriated to Account No. 24-8360-627270-611060-62230574.

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.



Authenticated as Passed


Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

JAN 25 2024

Date Passed



Tammy L. Queen
Director of Finance

Approved as to form:


Charlotte Ferns

Senior Associate City Attorney

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

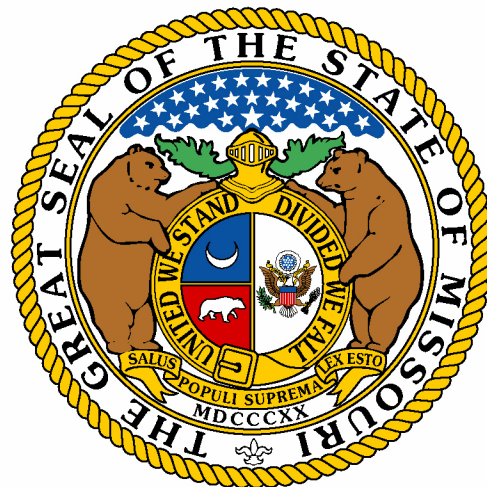
I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

Draw Architecture & Urban Design, LLC
LC0691138

was created under the laws of this State on the 13th day of October, 2005, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 2nd day of November, 2023.


Secretary of State



Certification Number: CERT-11022023-0016

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

City of Kansas City, Mo.
BUSINESS LICENSE

Revenue Division

For the operation of:

**DRAW ARCHITECTURE & URBAN DESIGN LL
214 W 21ST ST STE 200
KANSAS CITY MO 64108-2000**



L0845292288
CID-90429909760

2023

This license is effective until December 31, 2023. You have until the last day of February to renew.

Pursuant to City ordinances and conditioned upon payment of the requested fee or tax due, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.



KANSAS CITY
MISSOURI

0624233600

Post at location licensed

Mari Ruck, Commissioner of Revenue

This license may be suspended or revoked in accordance with City ordinances.

This license remains the property of the City of Kansas City, Mo.
FINANCE DEPARTMENT ♦ REVENUE DIVISION ♦ BUSINESS LICENSE SECTION
414 E 12th St. 1st Floor ♦ Kansas City, MO 64106-2786 ♦ (816) 513-1120