

**TENANT FINISHES CONTRACT  
AMENDMENT NO. 1**

**PROJECT NO. 622305663  
KANSAS CITY INTERNATIONAL AIRPORT**

**AVIATION DEPARTMENT**

THIS FIRST AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_ 2022, between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, by and through its Aviation Department (City), and STRUCTURE, INC. (Contractor).

WHEREAS, City has previously entered into a Tenant Finishes Contract dated November 18, 2020, (Agreement) with Contractor to provide full service contractor build-out of specified tenant finishes to the City in accordance with the terms and conditions contained in this Contract; and

WHEREAS, the Agreement provides services necessary to support the Transportation Security Administration (TSA) at the airport and meet its requirements;

WHEREAS, City and Contractor desire to amend the Agreement;

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this First Amendment, City and Contractor agree as follows:

**Sec. 1. Sections Amended. The Agreement is amended as follows:**

A. Sec. 1, Work to be performed is to be amended by adding the following provisions:

This scope of services is for performing as the Program Manager (PM) and System Integrator (SI) for Site Validation, per TSA requirements. This TSA requirement and coordination is part of the airports responsibility to deliver and install necessary equipment, using specified vendors, per TSA specifications. Necessary exemption to waive the WBE-MBE requirements for this Amendment 1, due to the nature of this Amendment, as a pass-through cost, per the requirements by TSA.

Implementing site technical and management coordination services needed to complete all necessary Phase 1-4. Kansas City Aviation Department (KCAD), as the Owner, intends to utilize the Contractor as the project manager/technical support to augment KCAD's capabilities in the TSA transition to move, install, test and authorize the necessary TSA equipment for the new passenger terminal at Kansas City International Airport.

Contractor will also perform on-site management and coordination services to complete and assist with the airline space move from existing Terminals B & C. Contractor provide technical support for KCAD, as the Owner, to oversee the city-wide moving contractor being provided through the Citywide contract mechanism to complete the entire airline move from Terminals B & C, into the new terminal facility.

This scope of services is for delivery and installation services in **Phase 1-2** on the Threat X-Ray (AT), Walk Through Metal Detector (WTMD), **Phase 3** is the Relocation of Advanced Imaging Technology (AITs), Bottle Liquid Scanner (BLS), Explosive Trace Detection (ETDs) and Credential Authentication Technology (CATs) services, AT/AIT/WTMD Decommission and ship services in **Phase 4**, and contractor oversight/management/validate services in **Phase 5**. This contract cost will be time and materials. The contract amount for this amendment is: **\$2,144,000.00** for Phases 1-5, shown in detail in attached Appendix B and Acronyms in Appendix C.

Sec. 3, Paragraph A, Compensation is to be delete and replace the following section:

A. The Director of Aviation may increase this amount (\$2,144,000) without further City Council action; however, in no event shall the total sum of this Contract exceed \$6,000,000.

Sec. 4 is to be added and inserted in the following section:

A. Appendix "A" – Federal Contract Provisions for Non-AIP Funded Contracts is added to this Agreement, and incorporated as if fully set out herein.

B. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

C. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.

D. Effectiveness Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

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

**CONTRACTOR**

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

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

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

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

**KANSAS CITY, MISSOURI**

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

Title: Director of Aviation

Approved as to form:

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

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

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Date

**APPENDIX A –  
PART III – FEDERAL CONTRACT PROVISIONS FOR  
Non- AIP Funded Contracts**

**AVIATION DEPARTMENT**

**APPLICATION OF REFERENCES**

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

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

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

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

**PROVISIONS APPLICABLE TO ALL CONTRACTS**

**CIVIL RIGHTS – GENERAL**

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

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

**CIVIL RIGHTS – TITLE VI ASSURANCES**

**Title VI Solicitation Notice**

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

Contract Provision: Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
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.

## **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federallyfunded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **GRANT ASSURANCES**

1. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.
2. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City shall have the right to terminate this Contract and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.
3. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public.
4. As part of the consideration of this Contract, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time. In this Contract, the Covenant is hereby made a covenant running with the land for the term of the Contract, and is judicially enforceable by the United States.
5. As part of the consideration of the Contract, Contractor does hereby covenant and agree that:

- a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
- b. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c. That the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

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

6. The foregoing discrimination covenants are a material part of this Contract and for breach thereof the City shall have the right to terminate this Contract and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Contract had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
7. Contractor agrees to insert the foregoing six provisions (A-F) in any Contract by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.
8. Contractor agrees that it will undertake an **affirmative action plan** in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.
9. The City reserves the right, but is in no way obligated to Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Contractor, and without interference or hindrance from Contractor.
10. The City reserves the right, but is in no way obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.
11. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.
12. The Contract is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the

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

13. Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor covenants for itself,
14. its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.
15. Contractor, by accepting this Contract, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Contractor.
16. Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).
17. This Contract and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

## RIGHT TO AMEND

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



## IMMIGRATION REFORM and CONTROL ACT OF 1986

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

## RESTRICTED AREAS/SAFETY

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

## ADDITIONAL RECORDS REQUIREMENTS

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

## **APPENDIX B – SCOPE OF SERVICES**

**PROJECT NO. 6220020012  
KANSAS CITY INTERNATIONAL AIRPORT**

**AVIATION DEPARTMENT**

### **1. Phase 1-2 - Site Validation/AT/WTMD Delivery services                      \$587,000**

Contractor will perform a validation of the existing equipment for:

- Verification of serial numbers, TSA Barcodes, and equipment configurations
- Verification of equipment inventory versus contracted scope
- Check for any damage that will need to be documented or repaired prior to relocation to the new Terminal or shipping to TSALC.
- Verification of new/relocated equipment required for project versus ReMAG

Contractor will also validate the conditions at the installation site for new equipment, including:

- Equipment trucking & rigging logistics
- Power & communications infrastructure & layout
- Construction site readiness to receive equipment

Phase 1 and 2 will see the delivery and installation of all non-existing equipment that will be provided by TSA via long-haul shipments from TSALC. In this phase, contractor will be responsible for offloading equipment from TSA's transportation at the jobsite, rigging and installation, including Site Acceptance Testing (SAT). This will include the AT-XRAYs and the WTMDs and all FF&E required for installation & SAT of that equipment (conveyors, roller tables, etc.).

This phase will require approximately 8 truckloads from TSALC in Texas (shipped by others). On pallets – this is approximately 3000 sq ft of space. To be cost-efficient, a just-in-time delivery is assumed to bring in 1 truckload per day/night and rig & install 2 lanes per night.

Required coordination: If receiving full lanes from TSALC, procure a warehouse to receive the 3,000 sq ft (4,400 sq ft with aisle space for forklift) of equipment and bring over 2 lanes a night to install. Storage location to be coordinated with KCAD (if necessary) and location to be determined when necessary. The Overhaul Base location is the possible area for storage. This area will need to store approx.. 1600lb install kit, AIT crates from the old terminal to new, WTMD boxes and skids from the shipped in equipment and needed to ship back the equipment from the old terminal.

Approximate schedule for scope purposes: For just in time delivery – PHASE 1

Day 1: unload two (2) tractor trailer loads per night (4 lanes) and place in terminal; Start installing lanes

Day 2: remove all equipment from skids and set in place

Day 3: unload two (2) tractor trailer loads per night (4 lanes) and place in terminal

Day 4: remove all equipment from skids and set in place

Day 5: unload two (2) tractor trailer loads per night (4 lanes) and place in terminal

Day 6: remove all equipment from skids and set in place

Day 7: unload two (2) tractor trailer loads per night (3 lanes) + WTMDs and place in terminal

Day 8: remove all equipment from skids and set in place

Day 9: Continue installing Lanes

Day 10: Finish installing Lanes; ORT/SATs

Day 11: ORTs/SATs

Day 12: ORT/SATs

This phase will require a rigging team, a 10,000 lb. forklift (including operator) with 8 ft forks, ~3 Pallet Jacks, Rolling Dollies, toolbox, etc. Due to delivery method – risk is high for Rigger time. If possible, we will retain the skids and WTMD boxes for reuse.

#### A. Design and Compliance Review.

Contractor has extensively reviewed the drawings, specifications, and project requirements. Additionally, contractor knows from experience what TSA needs in a checkpoint design, we can eliminate time wasted on unnecessary churn. Contractor will coordinate on checkpoint design, but we also perform design review/audit of designs provided by others. Services include:

- Consultation to reach absolute TSA compliance and timely TSA approval
- Constructability
- Cost Validation
- Optimization of layout for screening lanes
- Planning, scheduling, and layout of new checkpoints
- Planning for future additional screening lane(s)
- Planning for future upgraded X- Rays/CTs and/or remote screening
- Floor load calculations
- Specification and verification of electrical & low voltage layout & requirements
- Optimization for site-specific needs, including high volume pre-check passengers, aging demographic, and seasonal changes.

Contractor audits checkpoint designs on 100% for compliance to the latest TSA Checkpoint Requirements Guide (CPRG) because the contractor/Sl's job is first and foremost to protect the customer's investment by ensuring compliance with requirements. Because the best way to protect a project is to make sure the design is done correctly the first time, we work with the TSA to spot potential issues in advance and validate compliance during construction to ensure that costly rework is avoided. Contractors design team will work with all interested parties and stakeholders and participate in design meetings as required.

Contractor will coordinate with all parties who are involved with or affect the project's installation, decommission, commissioning, submittals, TSA equipment testing, security, badging, etc. Coordination list is long but includes TSA (Local, Regional and National), Airport Police, X-Ray, CT, ASL Lane, AIT, and ETD/BLS OEMs, other vendors (as required), freight forwarders, long and short haul shipping, rigging companies, third-party testers – just to name a few,

Contractor prepares Statements of Work (SOWs) for subcontractors and vendors so that misunderstandings are kept to an absolute minimum. A Site Installation Plan (SIP) is then prepared and subsequently updated throughout the project. This project will have an Activity Hazard Analysis (AHA) prepared before the project starts and updated regularly.

Unless excluded in contract documents, contractor will visit the site, preferably within 3 weeks prior to mobilization, to meet with the project's construction team and validate progress required for contractor's work. Contractor project management is available for all other meetings, virtually, prior to mobilization.

Contractor performs detailed audits of the existing equipment/site to satisfy requirements of TSA. A detailed list of defective equipment is given to the local TSA who prepares tickets for the TSA ILS program to perform repairs prior to relocation or shipment back to the TSA Warehouse. Any additional hazards noted during the visit will be added to the Risk Register and noted for Activity Hazard Analysis submissions. Rigging paths will be verified, permits will be reviewed if required, meetings with the construction team will take place and all other I's and t's which need to be dotted and crossed will be noted or taken care of while on site. A full review will be presented to contractor's management team for validation that when contractor steps on site for the installation, site conditions suit the current plan.

#### B. Submittals and TSA Approvals.

Contractor will submit all paperwork required by the project to include material lists, daily reports, redlines/as-built drawings, final walkthrough & punch list, lessons learned, Customer defined deliverables, TSA shipping docs, OEM Install/decommission reports and all submittals required by the contract documents.

Contractor will coordinate with TSA for the preparation and submission of all testing and certification forms as required. Contractor makes sure that the units are ready for testing to avoid wasting time and money on unprepared units that may require re- testing for avoidable reasons.

Contractor will inform the TPT and TSA when the firewall is active for a project and contractor may/will be performing any installations on site.

The reports from the TPT are sent directly to TSA and are not released. However, the TPT will provide a written review of any items that need to be addressed.

C. Project Management.

Contractor has the most experienced Project Managers (PM), Assistant Project Managers and Subject Matter Experts (SME) in the United States for ASL Installation. Contractor will be on site from pre-mobilization walk-throughs to “Go-Live” and any trial runs such as “Friends and Family” days prior to opening. Our employees are frequently recognized for their dedication to excellence for U.S. airport equipment installations.

Contractor and their subcontractors employs the very best checkpoint, baggage, equipment, and rigging SMEs in the business. Our SMEs work with our customers’ design teams to speed up the process of TSA approved drawings through consultation and/or actual hands-on CAD design. Our equipment SMEs help guide customers through the available options in equipment, information regarding what is coming down the pike and what the options may be at the time of their checkpoint or baggage installation. Rigging experts are a must for airport screening equipment to protect sensitive equipment which can be easily damaged if lifted, moved, or packaged incorrectly.

Contractor is available by phone throughout project and may be on site from time to time. A rigging SME will be on site during equipment deliveries or as needed.

Contractor and their subcontractors have provided OEM trained and certified technicians for TSA Checkpoints. Contractor and their subcontractors have OEM technicians who are qualified to service TSA equipment for CEIA WTMDs and Bottle Liquid Scanners, Analogic CTs, Leidos ASLs and Rohde & Schwarz AITs.

Contractor will have project management presence throughout the project. There may be times when the PM/APM will be at the project warehouse if the current project work supports their temporary absence. However, the PM/APM can always be contacted by phone. Should the rare instance occur when they cannot be reached, the Contractor owner can always be contacted for immediate assistance.

- Union and Non-Union Labor

Contractor will contract for union rigging services. The rigger will hire the appropriate Union Labor for this project and will follow all contract requirements, including Project Labor Agreements (PLAs), and promote labor harmony. As required by the OEMs, Contractor will use Non-Union OEM technicians who are exempt from union requirements in PLAs and utilize contractor personnel for installation when/if appropriate.

- Floor Protection

Contractor and its subcontractors will protect the new floor, walls, doorways, and thresholds from incoming and/or outgoing equipment. Appropriate Masonite or plywood will be used to protect the floor from damage. Contractor will inspect equipment each night to make sure that it is clean and does not litter or mar the floors of the terminal.

- Equipment and Materials

Contractor and their rigging subcontractor will provide all equipment and materials, riggers, spotters and coordination required to perform the offloading of materials and equipment at the checkpoint. Equipment the contractor team provides includes, but is not limited to the following:

1. Forklift, pallet jacks, cranes, gantry cranes, electric pallet jacks
2. Job boxes, custom pallets, hardware, tools, trash bags, water
3. Union PLA requirements (i.e., water, rain jackets, PPE)

Contractor will work with all subcontractors for placement, and approval of, OEM and contractor job boxes. The job boxes will be clearly marked for each company and color-coded. A couple of the OEM job boxes are quite large, extremely heavy and are not mobile.

- Barriers and Gates

When decommissioning, contractor removes existing gates/barriers including cutting flush floor fastening devices. However, when installing, or re-installing, the gates/barriers are per Airport / TSA or by Structural Engineer's (SE) installation requirements. When an SE is required by the contract, local or state regulation, if possible, contractor will hire a local engineering firm to perform the work. Contractor has assumed that an SE may be required for this work and has included it as an option.

- Warehousing

Contractor will work with the KCAD team to locate and utilize a storage area on airport property, if possible.

Storage Space and Warehouse Utilization

Contractor will require a manned local warehouse for receiving the OEMs toolkits, storing the skids and crates for re-use when returning equipment, and various materials contractor will be using throughout the project. Space is not contemplated for actual equipment at this time.

Warehouse Closeout

After the final walkthrough and customer approval, all excess inventory, pallets, rigging supplies, materials, job boxes, etc. will be removed and or shipped to their respective locations.

- Rigging Paths in Old Terminal

Park in front of each terminal entrance adjacent to its respective checkpoint  
Approximate interior distances are as follows:

Checkpoint A01: 33 ft.  
Checkpoint A10: 46 ft.  
Checkpoint B31: 48 ft.  
Checkpoint B37: 24 ft.  
Checkpoint B50: 66 ft.  
Checkpoint B56: 30 ft.  
Checkpoint C67: 135 ft.  
Checkpoint C76: 129 ft.  
Checkpoint C81: 29 ft.

Trucking to and from a local warehouse includes but is not limited to: OEM and contractor Install kits, equipment sent to local warehouse from TSA warehouse, dunnage.

Contractor will use all precautions to protect floors, walls, doors, and doorways and will be responsible for any damage caused when directed by contractor. Contractor will have a dedicated individuals to perform the spotting and coordination for offloading of the material and riggers to handle the material out of the existing checkpoint. Contractor Safety/Quality Control employee will be on hand to make sure that all OSHA rules are followed, and safety comes first.

Contractor always includes all applicable domestic shipping & freight costs in this amendment. Contractor has contemplated the rising cost of shipping and future escalation in this amendment. All equipment and materials will be inspected by the contractor upon arrival at the site.

- Go-Live – The job is not Finished at Installation

Contractor will include on site presence by project managers and SMEs for Go Live, soft openings, checkpoint openings and after.

For example, there was an issue at a CAT X Airport with a CPSS' lowerator module. The bins were not automatically dropping into the lowerator. Contractor assessed the issue, offered solutions to remedy the problem. Pinhole lighting and software configurations were revised on contractor's SME recommendations and issues were solved prior to the checkpoint opening day.

Contractor will be on site to make sure that all goes well on opening day.

For Example:

It is not uncommon for the Contractor's electricians to make last minute tweaks to the system and unknowingly negatively affect the SSCP equipment. On an opening day of a 10 lane ASL checkpoint, the electricians reallocated switches and the AITs' UPS' drained and the units would not turn on 1 hour before opening time. Contractor team and SME and a OEM technician from a competing AIT company traced the issue and it was resolved 10 minutes before opening the gates.

Not only did this show how our people can fix an issue – but that we have fostered relationships with all, including competing OEM parties, resulting in a team effort when it counts.

## **2. Phase 3 - Relocation of AITs, BLS, ETDs and CATs services     \$606,000**

Equipment (phased over Jan. 2023 – March 2023):

- 8 AITS – 5 PV1s, 3 PV2s
- 49 ETD, 18 BLS, 23 eCAT
- 1 CT
- 16 Lanes barriers/gates (case by case, as necessary)

Materials:

- 2 AIT crate sets – head crate & leg crate & reuse them.
- Reuse 1 AT skid to help transport CT – not directly compatible, but good enough to help with the move.
- This will be a twelve (12) night rigging effort: 3 nights at a time (move, rebuild and SAT) A flatbed and a box truck, rigging team, 1000 lb. forklift (including operator) with 8k forks, pallet jacks, rolling dollies toolboxes, etc.

#### A. Safety of Deliveries, Installation, and Relocation of Equipment.

Contractor safety is not only important – it is vital to the success of this amendment and program.

The Contractor has a well-developed safety culture and documented Safety Program. The Contractor and its subcontractors will follow all safety regulations per OSHA, the customer and per Airport, local and/or state requirements. OSHA-10 is required on all City projects. All subcontractors are certified in the equipment they are using, such as forklifts, and all technicians are qualified and/or approved by the appropriate OEM.

Contractor will have an employee on site assigned specifically to quality assurance and safety. There are too many opportunities for safety violations during a heavy rigging night and risk of a safety incident. Our qualified Safety Representative will work with the Site new terminal program team.

Contractor and their subcontractors will comply with the Contractor's Safety requirements – at a minimum.

Contractor will produce a daily Activity Hazard Analysis (AHA) when riggers are on site or per GC requirements, whichever is stricter.

Contractor takes all necessary precautions for COVID-19 which may be stricter than what is required by the CDC to protect our employees, subcontractors and to help mitigate project shutdowns due to outbreaks. We supply masks and hand sanitizer for all their FTE and our subcontractors.

### **3. Phase 4 - AT/AIT/WTMD Decommission & ship services \$676,000**

Equipment to Decom & ship:

- 1 AIT (PV1)
- 17 ATs
- 13 WTMDs

Materials

- Reuse 15 AT skid sets from delivery (with FF&E)
- Reuse 1 AIT crate set from relocation
- Buy 2 new AT skid sets (with FF&E)
- Buy 13 WTMD boxes (If donor CEIAs are 02PN20 (not EZ) – reuse 8 boxes and buy 5 more.
- 15 ATs worth of bubble wrap, blocking, banding,

Warehouse (optional):

- 200SF per lane avg. x 17 lanes = 3400SF
- Approx. 20 shipping/handling fees

This phase will require 15 nights of rigging, 2 lanes per night with 1 flatbed trailer, Conestoga, or soft-side trailer, 1 box truck support vehicle, large rigging crew, forklift (with operator), pallet jacks, rolling dollies, toolboxes, etc. The ATs will need to be cleaned and palletized per TSA requirements to send back to TSALC. The disposition of the roller tables will be a decision that TSA will need to decide before shipping.



A. Mobilizations, Escorts, Badging, and Access.

Contractor will properly badge and attend orientation as required. While each location is different, most security requirements require the following:

- Fee; Fingerprinting appointment (1st trip)
- Safety Class; One (1) separate day (2<sup>nd</sup> trip)
- OSHA 10 – required on all City projects
- Pick up badge - (3rd trip – 1 extra day in conjunction with start of work)

Contractor and their sub-contractors mob/de-mob is not very extensive. Job boxes, high lift pallet jacks, supporting materials crates and MHE rentals are taken to our warehouse for their closeout process.

Airport movement may require SIDA badges which contractor will procure prior to project start. However, at times there is a need for the local escorts – especially if a vehicle is required on an active AOA.

B. Installation, Testing, and Authorization.

Contractor will work collaboratively with the testing companies in order have the best outcome and to limit costly “comebacks” from the testing agency.

Contractor will coordinate with the TSA, contract with the TPT, plan, schedule, monitor and troubleshoot during all on-site TSE required testing.

OEMs are not allowed by TSA to hire third party testers to test their own equipment.

Contractor and their subcontractors are cleared by TSA to hire third- party testers required for security screening projects. Additionally, TSA has approved contractor’s firewall plan which allows contractor to hire the TPT and assist in the installation of equipment when needed. Contractors firewall includes our Anti-bribery and anti-corruption policy.

**4. Phase 5 - Structure Oversight/Management/Validate Services \$275,000**

On Site technical and management coordination services needed to complete all necessary Phase 1-4. Kansas City Aviation Department (KCAD), as the Owner, intends to utilize the Contractor as the project manager/technical support to augment KCAD’s capabilities in the TSA transition to move, install, test and authorize the necessary TSA equipment for the new passenger terminal at Kansas City International Airport. Approx. 40 days of oversight.

Contractor will also perform on-site management and coordination services to complete and assist with the airline space move from existing Terminals B & C. Contractor provide technical support for KCAD, as the Owner, to oversee the city -wide moving contractor being provided through the Citywide contract mechanism to complete the entire airline move from Terminals B & C, into the new terminal facility. Approx. 45 days of necessary oversight.

## APPENDIX C – Acronyms

### PROJECT NO. 6220020012 KANSAS CITY INTERNATIONAL AIRPORT

#### AVIATION DEPARTMENT

AA	American Airlines
ADA	Americans with Disabilities Act
AHA	Activity Hazard Analysis
AIT	Advanced Imaging Technology
AOA	Air Operations Area
APM	Assistant Project Manager
ASL	Automatic Screening Lane
AT	Advanced Threat X-Ray
ATL	Atlanta International Airport
BIM	Building Information Modeling
BLS	Bottle Liquid Scanner
CAD	Computer Aided Design
CAP	Capability Acceptance Process
CAT	Credential Authentication Technology
CAT X	Airports considered vulnerable to terrorism
CAT2	Credential Authentication Technology
CCI	K2 Construction Consultants
CCTV	Closed Circuit Television
CDC	Centers for Disease Control
CESHF	Construction Environment Safety and Health Plan
COI	Conflict of Interest
CP/CB	Checkpoint/Checked Baggage
CPM	Critical Path Method
CPRG	Checkpoint Requirements Guide
CPSS	Checkpoint Property Screening System
CRPG	Checkpoint Requirements Guide
CT	Computerized Tomography
DFOW	Definable Feature of Work
DHS	Department of Homeland Security
eAIT	Enhanced Advanced Imaging Technology
ETD	Explosive Trace Detection
FF&E	Furniture Fixtures and Equipment
FTE	Full Time Employee
GPR	Ground Penetrating Radar
GC	Gardner Construction Co., Inc.
ILS	Integrated Logistics Support
ITF	Innovation Task Force
IPT	Integrated Project Team
iSAT	Integrated Site Acceptance Test
K2SM	K2 Site Manager

LAX	Los Angeles International Airport
LGA	LaGuardia Airport
LOE	Level of Effort
LTL	Less Than Truckload
MHE	Material Handling Equipment
MOU	Memorandum of Understanding
MSP	Minneapolis-Saint Paul International Airport
NSC	New South Construction
OEM	Original Equipment Manufacturer
OHS	Office of Homeland Security
OSHA	Occupational Safety & Health Org
PLA	Project Labor Agreements
PM	Project Manager
PPE	Personal Protective Equipment
PSP	Physical Security Professional
QA	Quality Assurance
QC	Quality Control
SAT	Site Acceptance Test
SE	Structural Engineer
SI	Systems Integrator
SIDA	Security Identification Display Area
SIP	Site Implementation Plan
SME	Subject Matter Experts
SOW	Statement of Work
SSCP	Security Screening Check point
SSCP	Site Specific Safety Plan
SSG	K2 Security Screening Group
SSI	Sensitive Security Information
TB	Terminal Building
TPT	Third Party Testing
TDC	Travel Document Checker
TRN	Test Readiness Notification
TRR	Test Readiness Report
TSA	Transportation Security Administration
TSE	Transportation Security Equipment
TSO	TSA Security Officer
UPS	Uninterruptible Power supply
WTMD	Walk Through Metal Detector
ReMAG	Requirements Management Advisory Group
KCAD	Kansas City Aviation Department
TSALC	Texas State Association of Letter Carriers
DOT	Department of Transportation
CFR	Code of Federal Regulations
IRCA	Immigration Reform and Control Act