

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 62190508 – DESIGN AIRPORT DEVELOPMENT
CHARLES B. WHEELER DOWNTOWN AIRPORT
AVIATION DEPARTMENT

EXECUTED
May 5, 2020

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Crawford, Murphy & Tilly (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: Project No. 62190508 – Design Airport Development DT.

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

- A. See **Attachment 1** - Scope of 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 **Attachment 1**.
- 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 \$350,000.00, as follows:
 1. \$350,000.00 for the services performed by Design Professional under this Agreement.

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 the City's Human Relations Department 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
J. Jade Liska, Deputy Director of Aviation, Planning & Engineering
601 Brasilia Avenue
Kansas City, MO 64153
Phone: (816) 243-3045 Facsimile: (816) 243-3071

Design Professional:
Crawford, Murphy & Tilly
Ty Sander
One Memorial Dr., Suite 500, St. Louis, MO 63102
Phone: (816)-272-8356 Facsimile: (314) 369-5337
E-mail address: tsander@cmtengr.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 in **Attachment 2**, 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 1 - Scope of Services
- Attachment 2 - City licensed Geographical Information System Data
- Attachment 3 - FAA Supplementary Contract Provisions
- Attachment 4 - Certificate That Contractor Is Not Excluded From State or Federal Projects
- Attachment 5 - DBE Program Instructions
- Attachment 6 - Affidavit of Intended Utilization
- Attachment 7 - Contractor Utilization Plan/Request for Waiver
- Attachment 8 - Letter of Intent to Subcontract
- Attachment 9 - Timetable for M/WBE Utilization
- Attachment 10 - Request for Modification/Substitution
- Attachment 11 - Contractor Affidavit for Final Payment
- Attachment 12 - Subcontractor Affidavit for Final Payment
- Attachment 13 - Certificate of Insurance
- Attachment 14 - Authorization To Release Revenue Clearance Letter
- Attachment 15 - Airport Security Control Procedures
- Attachment 16 - Computer-Aided Design/Drafting (CADD) Standards
- Attachment 17 - Electronic Format Requirements
- Attachment 18 - Employee Eligibility Verification Affidavit
- Attachment 19 - Subcontractor List
- Attachment 20 – Affirm Action Program Instructions

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the

Sec. 11. Disadvantaged Business Enterprise – 49 CFR Part 26: The Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. In accordance with 49 CFR Part 26.45, the City has established a contract goal of ten percent (10%) participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The Design

Professional shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal. If Design Professional fails to achieve the DBE 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 DBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified DBEs 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 DBEs, no credit will be given for the portion of participation that was not approved by the Aviation Department's Human Relations Manager, unless the Manager 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 DBE participation stated in the Contractor Utilization Plan, as amended and approved by the Manager, 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: 4/10/2020

By: 

Name: Ty C. Sander

Title: Vice President

KANSAS CITY, MISSOURI

Date: 4-20-2020

By: 

Name: Pat Klein

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.

for

Theresa Danielson 5-5-2020

Director of Finance

Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

2. **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. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

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

Workers Compensation Statutory Employers Liability

- \$100,000 accident with limits of:
- \$500,000 disease-policy limit
- \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "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.

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 Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, 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.

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 Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of

physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. 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 Human Relations and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. 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 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, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. 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 3 of City's Code. Design Professional shall:

Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy

has already been submitted to HRD at any point within the previous two calendar years. If, and only if, 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 HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

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.

Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, 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 HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and 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 this Contract.

Sec. 17. 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. 18. 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. 19. 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. 20. 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. 21. 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. 22. 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 23. 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/programs/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.

ATTACHMENT 1 – SCOPE OF WORK
PROJECT NO. 62190508 – DESIGN AIRPORT DEVELOPMENT
CHARLES B. WHEELER DOWNTOWN AIRPORT
AVIATION DEPARTMENT

1. HANGAR 5B AOA PAVEMENT REMOVAL, TAXIWAY A AND TAXIWAY D REPAIRS

This contract will consist of design, bidding and construction phase services for the removal of existing pavement inside the Airport Operations Area (AOA) (inside the Runway Hold Short markings and abandoned aircraft apron north of Hangar 5B) at the Charles B. Wheeler Downtown Airport. The project will also include the design of repairs to Taxiway A between Runway 1-19 and Runway 3-21 and the repair of Taxiway D west of Runway 1-19. The design will conform to FAA standards where applicable.

2. HANGAR 5B AOA PAVEMENT REMOVAL, TAXIWAY A AND TAXIWAY D REPAIRS DESIGN PHASE SERVICES

The intent of the Hangar 5B AOA Pavement Removal, Taxiway A and Taxiway D Repairs Design Phase is to provide the City of Kansas City Aviation Department a set of Contract Documents including Project Manual and Plans Sheets for bidding purposes on a construction project at the Charles B. Wheeler Downtown Airport in 2020. The following is a summary of the design phase components to be included as part of the Hangar 5B AOA Pavement Removal design:

- A. Letter Format Design Memo.
- B. Plan Sheets will include a pre-final and final submittal. The Final Plans will be signed and sealed and will generally include the following:
 - a. Title Sheet/Summary of Quantities
 - b. Site Plan/Proposed Improvements
 - c. Construction Activity Plans/FAA Construction Safety and Phasing Plan
 - d. Hangar 5B Demolition Plan and Details
 - e. Hangar 5B Erosion Control Plan and Details
 - f. Taxiway A Repair Layout Plan
 - g. Taxiway A Repair Details
 - h. Taxiway D Repair Layout Plan
 - i. Taxiway D Repair Details
- C. Summary of Quantities for all project components.

- D. Engineer's Opinion of Probable Construction Cost.
- E. Project Manual to include Front End Language and Technical Specifications to be submitted at pre-final and final. Final Project Manual to be signed and sealed.
- F. Site Visits:
 - a) Preliminary Site Visit prior to pre-final submittal.
- G. Anticipated Coordination Meetings will be held. The anticipated meetings are:
 - a) Phone conference as needed.

3. Hangar 5B AOA Pavement Removal, Taxiway A and Taxiway D Repairs BIDDING PHASE SERVICES

Specific tasks for the Hangar 5B AOA Pavement Removal Bidding Phase include the following:

- A. Provide sponsor with one (1) original full-sized set of signed and sealed drawings and one (1) set of signed and sealed specifications for Sponsor's use.
- B. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Document/Technical Specifications during the Bidding Phase.
- C. Attend Pre-bid Meeting and issue minutes for pre-bid meeting.
- D. Review contractor's qualifications and make recommendation of contract award to Sponsor.

4. Hangar 5B AOA Pavement Removal, Taxiway A and Taxiway D Repairs SCHEDULE

Pre-Final Submittal.....	March 16, 2020
Final Submittal.....	March 30, 2020
Advertise Project.....	April 22, 2020
Bid Opening.....	May 19, 2020

5. Hangar 5B AOA Pavement Removal, Taxiway A and Taxiway D Repairs DESIGN SUBMITTALS

The Consultant will submit deliverables to the Kansas City Aviation Department in the number of copies indicated below and, in the format, specified for each of the project elements.

<u>Pre-Final Submittal</u>	
Pre-Final Letter Format Design Memo	6 copies
Pre-Final Technical Specifications	6 copies

Pre-Final Plan Sheets 6 copies

Final Submittal

Final Project Manual (signed and sealed) 6 copies

Final Plan Sheets (signed and sealed) 6 copies

Final Letter Format Design Memo (signed and sealed) 6 copies

6. Hangar 5B AOA Pavement Removal, Taxiway A and Taxiway D Repairs CONSTRUCTION PHASE SERVICES

A. Preliminary

- a. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

B. Provide Construction Administration, On-Site Construction Observation

- a. Provide construction observation services, including preparation of weekly reports and other reports as required by the City to document the prosecution and progress of the Project. Resident Engineer, or assistant to the resident engineer to be on site during construction. Assume construction will last no more than 21 consecutive calendar days.
- b. Shop drawings and material certification submittals as provided by the Contractor. Only seed/mulch submittals are anticipated.
- c. Attend weekly construction progress meetings.
- d. No material testing anticipated.
- e. Respond to Contractor RFI's and field issues throughout the duration of the project.
- f. Prepare progress estimates for reimbursement of funds.
- g. Prepare change orders and supplemental agreements necessary for construction of the project.
- h. Attend and conduct a Final Walk Through review of the Project with the City, and the Contractor.
- i. Punchlist Verification for all work identified during Final Walk Through.

C. Project Closeout Phase

- a. Prepare and submit to the City one (1) electronic set of record drawings on a compact disc (CD) in .pdf format.
- b. Prepare and submit one copy of all construction correspondence.

7. Airport Layout Plan (ALP) Update & Narrative Report Additional Services

CMT was contracted with City of Kansas City Aviation Department to provide an ALP update and narrative report under a separate contract agreement. During the

implementation of this update it was determined that there were various additional work elements required to bring the Airport's current ALP up to FAA SOP 2.0 standards that were not included in the original scope. Additionally, the Airport requested that the Runway 1 approach surface be modified to reflect realistic future approach minimums. Upon review by the FAA it was determined that modification of the future approach minimums would trigger an FAA airspace review that would be detrimental to the overall project timeline. The FAA and the Airport agreed to revert to the original approach minimums for the purpose of streamlining the FAA review/approval process. The effort included in this Amendment is intended to represent the scope effort incurred that was not represented in the original contract.

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.

ATTACHMENT 3
FAA SUPPLEMENTARY CONTRACT PROVISIONS

Contents

1. ACCESS TO RECORDS AND REPORTS
2. BREACH OF CONTRACT TERMS
3. CIVIL RIGHTS - GENERAL
4. CIVIL RIGHTS – TITLE VI ASSURANCE
5. CLEAN AIR AND WATER POLLUTION CONTROL
6. DEBARMENT AND SUSPENSION
7. DISADVANTAGED BUSINESS ENTERPRISE
8. DISTRACTED DRIVING
9. ENERGY CONSERVATION REQUIREMENTS
10. EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)
11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
14. RIGHT TO INVENTIONS
15. SEISMIC SAFETY
16. TERMINATION OF CONTRACT
17. TRADE RESTRICTION CERTIFICATION
18. VETERAN'S PREFERENCE

1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, 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.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors, may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents 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.

3. CIVIL RIGHTS GENERAL PROVISIONS

The contractor agrees to 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 subtier contractors 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.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

4.1 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

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

4.2. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by 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).

5. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

6.1 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under

the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

7. DISADVANTAGED BUSINESS ENTERPRISES

A. Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

B. Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

8. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

9. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

10. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

12. CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

13. 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. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor 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.

14. RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

15. SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

16. TERMINATION OF CONTRACT

A. Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. Termination for Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

17. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ATTACHMENT 4

**CERTIFICATION THAT CONTRACTOR IS NOT EXCLUDED
FROM STATE OR FEDERAL PROGRAMS**

(This Certification MUST be notarized.)

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

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

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

CONTRACTOR

Name and address of CONTRACTOR

Crawford, Murphy and Tilly, Inc.

1627 Main Street

Kansas City, MO 64108


Signature

Ty C. Sander

Printed Name

Vice President

Title

Subscribed and sworn to before me this 1st day of May, 2020


Notary Public

My Commission expires: 03/20/2023

Grant Certification Form 050113

C:\Users\tsander\Documents\KCAD\hangar 5 contract info\Attachment 4 Contractor Certification for Grant 050113



Aviation Department - 4/2/20

Attachment 4 - 1

ATTACHMENT 5
HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/ PROPOSALS
DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
49 CFR Part 26

I. Aviation Dept. – DBE Program.

A. The City has adopted a Disadvantaged Business Enterprise (DBE) Program, 49 CFR Part 26 to implement the Aviation Dept.'s policy of supporting the fullest possible participation in federally assisted contracts and change orders of firms owned and controlled by minorities and women. Each project may have a DBE goal for participation. A DBE goal is a numerical objective the Aviation Dept. has set for the contract which may be awarded pursuant to these Proposal specifications. Goals are stated as a percentage of contract dollars. For example, if a DBE goal for a contract is 10% and a Proposer submits a Proposal of \$100,000, the goal for DBE participation would equal \$10,000. The specific DBE goal on this project is 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 Aviation Dept.'s DBE Program by making good faith efforts to include certified DBEs in the project work to the extent of the goal listed for the project and to the fullest extent consistent with submitting the best Proposal to the City. Proposer agrees that the 49 CFR Part 26 is incorporated into this document and agrees to follow the Code of Federal Regulation (CFR).

Although it is not a requirement for approval of the Proposal that a Proposer in fact meets or exceeds the DBE Goal, it is a requirement for approval of the Proposal that a Proposer objectively demonstrate to the Aviation Dept. that good faith efforts have been made to meet the Goals.

C. The following Forms are attached and must be used for DBE submittals:

1. Affidavit of Intended Utilization (HRD Form 13); and
2. Contractor Utilization Plan/Request for Waiver (HRD Form 8); and
3. Letter of Intent to Subcontract (HRD Form 00450.01); and
4. Timetable for MBE/WBE Utilization (HRD Form 10); and
5. Request for Modification or Substitution (HRD 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 DBE credit for a Proposer's use of certified DBEs. A certified DBE firm is a firm that has been certified by an approved Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) firm. Certified DBEs are listed in Human Relations Dept.'s (HRD) D/M/WBE Directory. Before a Proposer submits a Proposal, Proposer must secure a copy of the DBEs' certificate or consult the DBEs state DOT directory to make sure

any firm proposed for use for DBE participation has DBE certification. The City Human Relations Dept. is a UCP certifying agency or MO UCP directory @ http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm.

II. Required Submittal Documents. Proposer must submit with its Proposal the Affidavit of Intended Utilization (HRD 13) that states a Proposer's intent to use specific certified DBEs in the performance of the contract.

III. Documents Submitted before Contract Award and when Requested by the City.

A. Contractor Utilization Plan/Request for Waiver (HRD 8): This form states a Proposer's plan to use specific certified DBEs in the performance of the contract and includes the following:

1. The work to be performed by each DBE and the amounts each is to be paid for the work; and
2. The name, address, and employer identification number or social security number of each DBE that will perform the work; and
3. An automatic request for waiver in the event Bidder has not met or exceeded the DBE goal for this contract but believes that it has made good faith efforts to meet or exceed the goal and desires a waiver of the goal.

B. Letter of Intent to Subcontract with each DBE stating that it has agreed to execute a formal agreement for the work and indicating the price agreed upon for the work.

C. A Proposer's documentation of good faith efforts must be submitted when requested by the City.

IV. Required Monthly Reporting During Term of Contract.

1. The City will utilize a web based DBE Reporting System in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.
2. This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

V. Submittals Required if Listed DBE Fails to Participate in Contract.

If an DBE listed on a Contractor Utilization Plan will not be participating in the project, the Proposer or Contractor must notify the Director of Aviation by filing a Request for Modification or Substitution (HRD 11) of its Utilization Plan within a reasonable time after it becomes apparent to the Proposer or Contractor that modification or substitution is necessary to meet its Contractor Utilization Plan (HRD 8). (See Paragraph IX for discussion of modifications and substitutions).

VI. Submittal Required for Final Contract Payment.

Proposer must submit the following documents with its request for final payment under the contract:

1. **Contractor Affidavit for Final Payment (Form 01290.14)**
3. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VII. Methods for Securing Participation of DBEs.

- A. **Negotiated Subcontract:** This is a contract between the Proposer and a DBE subcontractor or between a subcontractor and a lower-tier DBE subcontractor. Credit towards the Goal is calculated at the full value of the contract or subcontract.
- B. **Supply Contracts:** Contracts may be entered into with DBEs to supply any class of materials under the Contract. If the DBE is the manufacturer of part or all of the materials, up to 100% of the cost may be credited towards meeting the Goal, to be determined on a case-by-case basis.

Warning: If the DBE supplier is not a manufacturer, only sixty percent (60%) of the total payment to a DBE supplier may be credited towards the Goals.

- C. **Mentor/Protégé:** A Proposer who has developed a Mentor/Protégé plan may use the Protégé to meet all or part of the applicable DBE goal. Please contact HRD for details on the Mentor/Protégé program at (816) 513-1836.

Warning: A certified DBE must serve a commercially useful function in the contract and exercise actual independent day-to-day management of the work it performs. A "commercially useful function" is the performance of real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards, as determined by the City. No credit toward achieving the goals will be allowed for a certified DBE who does not serve a commercially useful function.

The following factors are used in determining whether a certified DBE is performing a commercially useful function: (1) Whether the DBE has the skill and expertise to perform the work for which it is being utilized; (2) Whether the cost of materials is an ordinary and necessary part of the subcontractor's responsibility; (3) Whether the DBE is in the business of performing, managing or supervising the work in which it has been certified by HRD and is so being utilized on the Contract; (4) Whether the DBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward the DBE participation Goal for the Contract; (5) Whether the DBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the Contract; and (6) Other relevant factors. There is a rebuttable presumption that, when the DBE subcontracts a greater portion of the contract work than normal industry practice, the DBE is not performing a commercially useful function.

Warning: No credit toward the Goal for DBE participation will be given for the value of any subcontract awarded to a certified DBE to the extent it is subcontracted back to either the Contractor or another subcontractor who is not a certified DBE.

VIII. Required Documentation when Proposer Fails to Achieve DBE Goal.

If a Proposer does not have enough DBE participation to meet or exceed the DBE goal for the contract, a Proposer must complete the request for waiver contained in the Contractor Utilization Plan/Request for Waiver (HRD Form 8). The Aviation Dept. will examine the request for waiver and the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. Aviation's HRD Mgr. will recommend a waiver be granted only if the Proposer has made good faith efforts to meet the DBE goal.

IX. Good Faith Efforts.

A. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goal can reasonably be expected to make. Good faith efforts must be made prior to submission of the proposal.

Warning: Efforts made to obtain DBE participation after a Contractor Utilization Plan is submitted cannot be used to show the Proposer made good faith efforts.

- B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following, along with any other relevant factors:
1. Advertised 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 in sufficient time to allow DBE firms to participate effectively.
 2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow DBE firms to participate effectively.
 3. Sent written notices, by certified mail or facsimile, to qualified, certified DBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
 4. Attempted to identify portions of the work for qualified, certified DBE participation in order to increase the likelihood of meeting the goal, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those DBE contractors identified in UCP Directories listed in those categories which are in those subcontractors' scope of work. The portion of work for which a proposal from a DBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
 5. Requested assistance in achieving the goal from the Director and acted on the Director's recommendations.
 6. Conferred with qualified, certified DBEs and explained the scope and requirements of the work for which their proposals were solicited.
 7. Attempted to negotiate in good faith with qualified, certified DBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good

faith negotiations with DBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:

- a. Names, addresses and telephone numbers of DBEs that were contacted and date of contact;
 - b. The information provided to DBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any DBE, including the basis for any Proposal rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to DBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
- C. A Proposer will be required to give 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 a DBE.

A. After Proposal submission, a Proposer or Contractor may need to substitute a DBE or request that the amount of DBE participation listed in its Utilization Plan be modified. Proposer or Contractor must file a Request for Modification or Substitution (HRD 11). 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 or Contractor made and provided evidence of good faith efforts to substitute the DBE listed on the Contractor Utilization Plan with other certified DBEs for the scope of work or any other scope of work in the project;

AND

2. The Director also finds one of the following:
 - a. The listed qualified, certified DBE is non-responsive or cannot perform; or
 - b. The listed qualified, certified DBE has increased its previously quoted price to the Proposer or Contractor without a corresponding change in the scope of the work; or
 - c. The listed qualified, certified DBE 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 goal established for the Contract; or

- e. The listed DBE is unacceptable to the contracting department; or
- f. The listed qualified, certified DBE thereafter had its certification revoked; and
- g. The Proposer or Contractor 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.

XI. 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 49 CFR part 26 within ten (10) days of the date of the written request.

B. All Proposers agree to cooperate with the contracting department in studies and surveys regarding the DBE program.

XII. 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 49 CFR Part 26, the provisions of the 49 CFR Part 26 shall control. The terms used in this document are defined in the 49 CFR Part 26.
- C. Verbal representations are not binding on the City.

ATTACHMENT 6

AFFIDAVIT OF INTENDED UTILIZATION

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

#62190508 – Design Airport Development DT
(Department Project # / Title)

Crawford, Murphy and Tilly, Inc.
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Jackson)

I, Ty C. Sander, 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 DBE 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 DBE participation in the above project if awarded the Contract:

PROJECT GOALS: 10% DBE
BIDDER/PROPOSER PARTICIPATION: 10% DBE

3. To the best of Bidder's/Proposer's knowledge, the following are the names of certified DBEs 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 Human Relations.)*

a. Name of DBE Firm TREKK Design Group
Address 1411 E 104th Street, Kansas City, MO 64131
Telephone No. (816) 874-4655
I.R.S. No. 43-1953275
Area/Scope of work surveys
Subcontract amount \$11,677.00

b. Name of DBE Firm TSi Geotechnical, Inc.
Address 8248 NW 101st Terrace #5, Kansas City, MO 64153
Telephone No. (816) 599-7965
I.R.S. No. 43-1535463
Area/Scope of work geotechnical/material testing
Subcontract amount \$11,677.00

c. Name of DBE Firm HG Consult, Inc.
Address 911 NE 79th Street, Kansas City, MO 64158
Telephone No. (816) 912-4720

I.R.S. No. 27-1675196

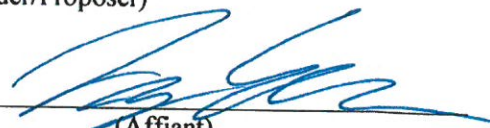
Area/Scope of work design/construction observation assistance

Subcontract amount \$11,677.00

(List additional DBEs, if any, on additional pages and attach to this form)

4. Bidder/Proposer will identify before contract award, those DBE subcontractors with dollar amounts and scopes of work which apply to or exceed the DBE goals for the Project on the **Contractor Utilization Plan/Request for Waiver (HRD 08)**.
5. Bidder/Proposer agrees that failure to meet or exceed the DBE 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 HRD Forms and Instructions.
6. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

Vice President of Crawford, Murphy and Tilly, Inc.
(Title) (Name of Bidder/Proposer)

Dated: 5/11/2020 By: 
(Affiant)

Subscribed and sworn to before me this 1st day of May, 2020

My Commission Expires: 03/26/2023 
Notary Public

JENNIFER L. SALLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: March 26, 2023
Commission Number: 15390729

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 62190508

Project Title: Design Airport Development DT

Aviation Department

Crawford, Murphy, and Tilly, Inc.
(Bidder/Proposer)

STATE OF Missouri)
) ss
COUNTY OF Platte)

I, Ty Sander, 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 DBE submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize DBE contractors on the project.
2. The project goals are 10% DBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 10 % DBE

3. The following are the DBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the DBE 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)*

a. Name of DBE Firm TREKK Design Group
Address 1411 E 104th Street, Kansas City, MO 64131
Telephone No. (816) 874-4655
I.R.S. No. 43-1953275

b. Name of DBE Firm TSi Geotechnical, Inc.
Address 8248 NW 101st Terrace #5, Kansas City, MO 64153
Telephone No. 816-599-7965
I.R.S. No. 43-1535463

c. Name of DBE Firm HG Consult, Inc.
Address 9111 NE 79th Street, Kansas City, MO 64158

Telephone No. 816-912-4720
 I.R.S. No. 27-1675196

d. Name of DBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

e. Name of DBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

f. Name of DBE Firm _____
 Address _____
 Telephone No. _____
 I.R.S. No. _____

(List additional DBEs, 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 DBE:

DBE BREAKDOWN SHEET


DBE FIRMS:

Name of DBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Trekk Design Group, LLC	_____	\$11,667	\$11,667	3.3%
TSI Geotechnical, Inc.	_____	\$11,667	\$11,667	3.3%
HG Consult, Inc.	_____	\$11,667	\$11,667	3.3%
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL DBE \$ / %:		\$ 35,000		10 %

*"Subcontract Amount" refers to the dollar amount that Bidder/Proposer has agreed to pay each DBE 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 a DBE 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 HRD Forms and Instructions for allowable credit and special instructions for suppliers.

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the DBE 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 DBE 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 the DBE goal set for this Project, Bidder/Proposer hereby requests a waiver of the DBE goal 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: Ty Sander, P.E. 
Address: 1627 Main Street, Suite 600, Kansas City, MO 64108
Facsimile number: _____
E-mail Address: tsander@cmtengr.com

By: Ty Sander
Title: Vice President
Date: 4/14/20
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 14th day of APRIL, 2020

My Commission Expires: 03/26/2023 
Notary Public

JENNIFER L. SALLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: March 26, 2023
Commission Number: 15390729



ATTACHMENT 8

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62190508

Project Title: Design Airport Development DT

Crawford, Murphy and Tilly, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Trekk Design Group ("DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

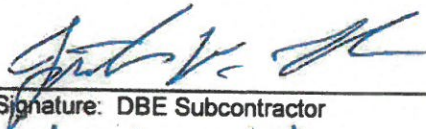
surveys

for an estimated amount of \$ \$11,677.00 or 3.3% % of the total estimated contract value.

DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Digitally signed by Ty C. Sander
DN: cn=Ty C. Sander, o, ou,
email=tsander@cmtengr.com, c=US
Date: 2020.04.13 10:49:26 -05'00'

Signature: Prime Contractor
Ty Sander
Print Name
Vice President 4/23/2020
Title Date


Signature: DBE Subcontractor
Justin Likes
Print Name
Associate Partner 4/23/2020
Title Date



ATTACHMENT 8

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62190508

Project Title: Design Airport Development DT

Crawford, Murphy and Tilly, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with HG Consult, Inc. ("DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

design assistance, construction observation assistance

for an estimated amount of \$ \$11,677.00 or 3.3% % of the total estimated contract value.

DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor.**

Ty C. Sander

Digitally signed by Ty C. Sander
DN: cn=Ty C. Sander, o, ou,
email=tsander@cmtengr.com, c=US
Date: 2020.04.13 10:51:19 -05'00'

Signature: Prime Contractor

Ty Sander
Print Name

Vice President 4/13/2020
Title Date

Signature: DBE Subcontractor

Stephen Weiss
Print Name

Senior VP 4/13/20
Title Date



ATTACHMENT 8

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62190508

Project Title: Design Airport Development DT

Crawford, Murphy and Tilly, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical ("DBE Subcontractor")...

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

Geotechnical investigation, materials testing

for an estimated amount of \$ 11,677.00 or 3.3% % of the total estimated contract value

DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein...

Ty C. Sander
Digitally signed by Ty C. Sander
Signature: Prime Contractor
Ty Sander
Print Name
Vice President
Date 4/13/2020

Denise B. Hervey
Signature: DBE Subcontractor
Denise B. Hervey
Print Name
Chairman + CEO
Date 04/13/2020

TIMETABLE FOR DBE UTILIZATION

(This form should be submitted to the City after contract award.)

I, Ty Sandor, acting in my capacity as AV. GRAB MANAGER
(Name) (Position with Firm)
of CRANFORD, MURPHY & TILLY, INC., with the submittal of this Timetable, certify that
(Name of Firm)

the following timetable for DBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

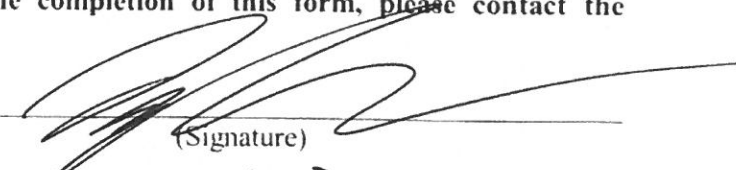
(Check one only)

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>AS REQUESTED BY KCOO</u> (Specify)				

Throughout _____ Beginning 1/3 _____
Middle 1/3 _____ Final 1/3 _____
Beginning 1/3 33.3 % Middle 1/3 33.3 % Final 1/3 33.3 %

PLEASE NOTE: Any changes in this timetable require approval of the Aviation Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Aviation at (816) 243-3108



(Signature)
Vice President

(Position with Firm)
4/12/20

(Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals: _____ % DBE
Contractor Utilization Plan: _____ % DBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.
2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))
 - a. ____ A substitution of the certified DBE firm _____,
(Name of new firm)
to perform _____,
(Scope of work to be performed by new firm)
for the DBE firm _____ which is currently
(Name of old firm)
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to perform the
following scope of work: _____
(Scope of work of old firm)
 - b. ____ A modification of the amount of DBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from
____ % DBE (Fill in % of DBE Participation currently listed on Contractor Utilization Plan)
TO
____ % DBE (Fill in New % of DBE Participation requested for Contractor Utilization Plan)
 - c. Attach 00460 Letter of Intent to Subcontract letter for each new DBE to be added.
 - d. Attach a copy of the most recent 00485.01 DBE Monthly Utilization Report.
3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s))

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

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

Approved Disapproved

Aviation Department Human Relations Manager

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. 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.
7. If the Contract amount exceeded \$160,000.00, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



ATTACHMENT 12 SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 62190508

Project Title Design Airport Development DT

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

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

 Phone No. _____
 Fax: _____
 E:mail: _____
 Federal ID No. _____

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

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

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

- D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

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

CRAWFORD MURPHY & TILLY INC
2750 W WASHINGTON ST
SPRINGFIELD IL 62702-3465

Letter Id: L0578898176
Date: 13-Apr-2020
Taxpayer Id: **_***4662



TAX CLEARANCE STATUS: APPROVED

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

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

Mari Ruck
Commissioner of Revenue



ATTACHMENT 15 - SECURITY CONTROL PROCEDURES
CHARLES B WHEELER DOWNTOWN AIRPORT

1. Lock and Key Procedure

A. MKC uses a special series of restricted keys and blank keys designed by the Best Lock Company. The keys and blank keys are not available to the public and are stamped with the statement "Duplication Prohibited". Locks and keys for access points, except those controlled by tenants for their leaseholds, are controlled by the Aviation Department.

The Aviation Department's designated locksmith is charged with maintaining possession of all blank keys and padlocks, along with preparing them for use. The locksmith will cut keys as required and stamp them with a control number and an individual serial number. The control number identifies the lock or padlock they operate. The serial number is an individual key identification and identifies to whom the key was issued. The locksmith will also prepare padlocks for securing the AOA Perimeter post gates that are not controlled by card readers. After the keys are prepared, they will be charged out to the Airport ID Office. The Airport ID Office will then assume control, accountability, and responsibility of the keys.

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

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

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

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

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

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

2. Identification Systems

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

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

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

C. Display: All persons within the AOA of MKC shall display on their person, at all times while in the area, a valid identification badge issued or approved by MKC. Individuals in the AOA must continuously display the identification badge issued to that individual on the outermost garment, above waist level, or be under escort by a properly badged individual.

D. Responsibility

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

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

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

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

Front of Badge

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

Back of Badge

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

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

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

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

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

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

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

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

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

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

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

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

Any individual with 2 written violations will surrender the badge.

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

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

3. Access and Vehicle Parking

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

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

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

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

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

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

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

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

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

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

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

4. Communications and Coordination

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

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

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

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

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

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

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

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

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

5. Equipment and Stockpile Height

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

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

6. Excavation and Trenches

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

7. Night and Weekend Work

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

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

8. Traffic Control

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

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

9. Other Safety Requirements

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

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

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

10. General Notes

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

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

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



COMPUTER-AIDED DESIGN/DRAFTING (CADD) STANDARDS

Last Revision: Jan. 10, 2019

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

I. Submittals

- KCAD may require partial submittals of CADD files, graphics or other such digital information for the purpose of producing City Council or Department exhibits; expedient delivery of files is often required of the design consultant when such exhibits are needed. **ALL ELECTRONIC FILES SUBMITTED WILL BE IN KCAD'S CURRENT SOFTWARE VERSION.**
- **Media** – Final Bid documents and Record drawing submittals will be required on CD or USB Flash Drive and plotted either 24" x 36" or 30" x 42". **If files are downloaded from an FTP site or Drop box, a flash drive or CD is still required.** 11" x 17" prints or 15" x 21" prints may be required for post-bid, pre-construction meetings.
- **Electronic Files** – The final CADD file submittal will include: plotting instructions, all related cell/block libraries, any additionally permitted fonts, ctb files, all raster image attachments, any OLE linked files, and all non-CADD graphic files produced in relation to the project. *All necessary reference files will be included and attached with any submittal. Bound files will also be accepted.* KCAD is currently using AutoCad, Civil3D and Map3D Version 2019 and Revit 2019. **NO OTHER SOFTWARE SUBMITTALS WILL BE ACCEPTED.** **All files will be in this format. With every drawing file submitted, a PDF will also be required of that drawing.**
- **Revit Files** – Final as-built submittal for Revit files will consist of all the Modeling files which will also include the template files. In addition to the 3D files, a 2D file is also required. All sheets or views of the 3D rvt file shall be exported to a 2D dwg file and stored in a separate folder.



City of Kansas City, Missouri Aviation Department

- Record Drawings – Accurate as-built information (record drawings) are required at the completion of every KCAD project. This information will be organized as follows: The as-built information will be circled with a “revision cloud” that is darker than the original line work. “As-built”, “As-constructed”, “Conforming to Construction Records” or “Record Drawings” will be labeled or stamped on every sheet.

II. Software

- CADD Software - AutoCAD or Map3D and Civil3D will be used for **ALL** design projects and survey work. Missouri State Plane Coordinate system (NAD 83) will be used for all site work. **No Exceptions**. KCAD is not responsible for converting files.

III. Sheet Organization

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



City of Kansas City, Missouri Aviation Department

- Electronic Sheet Files - Every final printed or plotted sheet will have its own separate electronic file; multiple plotted sheets (for example, A1 thru A4) will not be allowed to reside in the same file that uses a layer freeze/thaw methodology for separating the plotted sheets. A1 will relate to an electronic sheet file and A2 will relate to a separate electronic sheet file, etc.
- File Names – Naming procedures for all project CADD files are as follows: 1) the file name will start with the KCAD Project Number. **The file name must then include some indication of the design field / sheet type (SP- Site Plan, C- Civil, A- Architectural, M- Mechanical, E- Electrical, etc.)** 2) The name must also indicate sheet sequencing (E101, E102, etc.). *The CADD file name must be noted on each printed or plotted sheet of a project.* (Example: 62150443C05.dwg for a Civil drawing that is number five in the series).

IV. Layer Organization

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

ATTACHMENT 17

ELECTRONIC FORMAT REQUIREMENTS

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

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

1. Electronic Format Requirements and Naming Conventions

Drawings/plans

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

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

001---Cover-Sheet-and-Index.tif

030---A1-1.tif

121---M01.11.tif

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

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

2. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

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

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

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

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

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

Aviation Department Project Number

Division # - Page # [10 Font]

3. TECHNICAL SPECIFICATION STANDARDS

A. GENERAL:

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

B. SECTION HEADINGS:

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

C. PARAGRAPH HEADINGS:

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

D. PARAGRAPH TEXT:

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

E. PARAGRAPH NUMBERING AND FOOTERS:

Multilevel numbering following the MasterSpec numbering convention.

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

4. CONTRACT ORIGINALS – PROCESSING AND APPROVAL

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

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

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

5. CONTRACT PROCESSING SCHEDULES

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

6. PREPARING AND ISSUING ADDENDA

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

7. PRE-BID/PRE-CONSTRUCTION CONFERENCE

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

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

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) ss

On the 2nd day of JANUARY, 2020, before me appeared DANIEL R. MECKES
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I, the Affiant, am the CEO title of Crawford, Murphy & Tilly business name, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien 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, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Daniel R. Meckes
Affiant Signature

Subscribed and sworn to before me in ST. LOUIS city (or county), MO state, the day and year first above-written.

Jennifer Salls
Notary Public

My commission expires: 3/26/2023

JENNIFER L. SALLS
Notary Public - Notary Seal
State of Missouri
Commissioned for Jefferson County
My Commission Expires: March 26, 2023
Commission Number: 15390729

[documentation of enrollment/participation in a federal work authorization program attached]

**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 Crawford, Murphy & Tilly, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

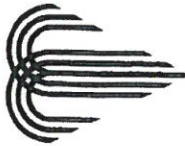
1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide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

Company ID Number: 181553

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

Name Tom W Roy
Phone Number (217) 572 - 1035
Fax Number (217) 787 - 4183
Email Address troy@cmtengr.com

Name Kristine M Allen
Phone Number (217) 572 - 1129
Fax Number (217) 787 - 4183
Email Address kallen@cmtengr.com



SUBCONTRACTOR LIST

Project Number 62190508 Project Title Design Airport Development DT
 Contractor CRAWFORD MURPHY & DILLY, INC. Date 4/14/20

Firm, Address, Contact	Phone, FAX and E-mail Address	Scope of Work (i.e. Supplier, Consulting Firm, Electrical)	Contract Amount
TREKK DESIGN GROUP 1411 E 104th St., KANSAS CITY, MO 64131	816-874-4655	SURVEY	\$11,667
TS: Geotechnical R.C. 8248 MW 101st Terrace #5, KANSAS CITY, MO 64153	816-599-7965	Geotech MATERIALS TESTING	\$11,667
HG CONSULTING, INC. 9111 NE 79th Street, KANSAS CITY, MO 64158	816-912-4720	design; consult	\$11,667

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 the City's Human Relations Department (HRD)
- Certificate of Compliance issued by another Governmental Agency

C. **Questions:** If you have any questions regarding the Affirmative Action requirements, please contact Twintenia Strother, Senior Human Relations Specialist, Aviation Department, at (816) 243-3108.



ENCUMBRANCE FORM
 Kansas City, Missouri
 Aviation Department

DOC ID P0# 6200011900

LINE NO.	FUND	DEPT/ORG	ACCT	PROJECT NO.	APPR. UNIT	ACTIVITY	AMOUNT	INCREASE/ DECREASE
01	8300	627270	611060	62190508	B	PLAN	350,000.00	I
02	8300	627270	611065	62190508	B	PLAN	35,000.00	I
03	—	—	—	—	—	—	0.00	(I/D)
04	—	—	—	—	—	—	0.00	(I/D)
05	—	—	—	—	—	—	0.00	(I/D)
06	—	—	—	—	—	—	0.00	(I/D)
07	—	—	—	—	—	—	0.00	(I/D)

TOTAL \$ 385,000.00

EXPLANATION:

To encumber the city's maximum obligation under an agreement with Crawford, Murphy & Tilly for Project No.62190508 - Design Airport Development at Charles B. Wheeler Downtown Airport.

Effective Date: 3/5/2020 Vendor #0000065852

Contract: \$350,000.00
 Contingency: \$35,000.00

Prepared By:

Kevin D. Wells, JD

Approved By Contract Administrator:

Date

4/24/2020

Date

4-24-20

Approved By Deputy Director - P&E

Date

4-24-2020

LB 5-5-2020