

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 7
PROJECT NO. 62200528 – LANDSIDE PAVEMENT DESIGN
KANSAS CITY INTERNATIONAL AIRPORT
AVIATION DEPARTMENT
SCOPE OF WORK

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), Crawford, Murphy & Tilly (Design Professional). The parties amend the Agreement entered into on August 3, 2020, as follows:

A. Sec. 2, Paragraph A, Scope of Services, **add** the following sections:

28. Landscaping/Signage: Bridge Abutment Improvements Re-Bid

A. OVERVIEW

Continuation of Landscaping and Signage Improvements at KCI: New scope item to include overpass abutment improvements re-bid. Design was originally bid as an Add-Alt in previous bid package, but was not awarded. Re-organization of plan sheets as an independent plan set and preparation of new bid documents will be required for this re-bid effort

B. DESIGN PHASE SERVICES

The design developed as part of the previous bid Landscaping/Signage bid package will be re-purposed for the intent of bidding as an isolated project. **It is assumed that no design revisions will be made to the project.** Plan revisions involve development of new general sheets, title blocks and sheet numbering including the re-assembling of the already prepared design as a standalone project.

One team meeting and one client meeting are anticipated for this task.

Specifications (front and and tech-specs) will also need to be developed during this phase.

An updated Engineer's Estimate of Probable Cost will be updated for use as the benchmark for comparison to bidders during bid opening.

C. BIDDING PHASE SERVICES

Specific tasks for the Bidding Phase include the following:

1. Attend the Pre-Bid Meeting and record Minutes.

2. Respond to contractor questions, requests for information and requests for clarification as necessary pertaining to the Construction Plans and Contract Document/Technical Specifications during the Bidding Phase.
3. Prepare and distribute contract Addenda as necessary
4. Review contractor's qualifications and make recommendation of contract award to Sponsor.

29. Landscaping/Signage: Econ Lot A-B-C Reskins

A. OVERVIEW

Continuation of Landscaping and Signage Improvements at KCI: New scope items to include Economy Lot signage re-skins. Project involves re-skin of secondary monument signs at the A-B-C lots in addition to other necessary minor signage improvements throughout Economy Lots.

B. CONCEPT PHASE SERVICES

Team Meetings

CMT/Vireo will attend up to (1) one meeting with the design team to initiate the project, review progress and coordinate project deliverables and deadlines.

Client Meetings

CMT/Vireo will facilitate (1) two-hour design workshop with KCAD to discuss their vision and generate ideas and preferences for the proposed improvements in order to build consensus among airport leadership.

Drawings

It is understood that existing Economy Parking Lot ID signs must be updated in order to compliment new terminal signage. Vireo will develop concepts for reskinning the existing signs and review with KCAD.

Concept level drawings will be hand-drawn.

C. DESIGN PHASE SERVICES

Team Meetings

CMT/Vireo will attend up to (1) one meeting with the design team to review progress and coordinate project deliverables and deadlines.

Client Meetings

CMT/Vireo will facilitate (1) two-hour design workshop with KCAD to discuss design progress.

Drawings

Following approval of the concept designs, Vireo will prepare DD level drawings showing the design intent which may include:

Plans, elevations and sections showing approximate dimensions, materials, colors, graphics, text styles and layout, etc.

Lighting and electrical design for sign components will be by CMT.

DD level drawings will be developed in AutoCAD.

Specifications

Vireo will work with CMT to develop necessary outline technical specifications.

Opinion of Probable Construction Costs

Vireo will work with CMT to develop an opinion of probable costs.

D. BIDDING PHASE SERVICES

Specific tasks for the Bidding Phase include the following:

1. Attend the Pre-Bid Meeting and record Minutes.
2. Respond to contractor questions, requests for information and requests for clarification as necessary pertaining to the Construction Plans and Contract Document/Technical Specifications during the Bidding Phase.
3. Prepare and distribute contract Addenda as necessary
4. Review contractor's qualifications and make recommendation of contract award to Sponsor.

30. Landscaping/Signage: Mexico City Ave Primary Monument Sign

A. OVERVIEW

Continuation of Landscaping and Signage Improvements at KCI: New scope item to include New Primary Monument Sign at Mexico City Ave entrance to the airport. Task shall include conceptual phase for siting of new sign in addition to survey, geotech, utility investigation - grading/drainage and electrical improvements necessary to support new Monument Sign.

B. CONCEPT PHASE SERVICES

Team Meetings

CMT/Vireo will attend up to (3) three meetings with the design team to initiate the project, review progress and coordinate project deliverables and deadlines.

Client Meetings

CMT/Vireo will facilitate (3) one-hour design workshop with KCAD to discuss their vision and generate ideas and preferences for the proposed improvements in order to build consensus among airport leadership.

Drawings

It is understood that new monument signage is needed along Mexico City Avenue to welcome travelers to KCI. Vireo will develop sign concepts and review with KCAD. *Concept level drawings will be hand-drawn.*

C. DESIGN PHASE SERVICES

Team Meetings

CMT/Vireo will attend up to (2) two meetings with the design team to review progress and coordinate project deliverables and deadlines.

Client Meetings

CMT/Vireo will facilitate (4) two-hour design workshop with KCAD to discuss design progress.

Drawings

Following approval of the concept design, Vireo will prepare DD level drawings showing the design intent which may include:

Plans, elevations and sections showing approximate dimensions, materials, colors, graphics, text styles and layout, etc.

Structural, civil, lighting and electrical design for the sign components will be by CMT.

DD level drawings will be developed in AutoCAD.

Utilities Coordination

Coordination with Evergy as necessary to discover and route power source to sign. Incidental utility coordination included as coverage for unforeseen utility impacts around the site selected for the sign.

Geotechnical Investigation and Topographic Survey

A geotechnical investigation will be conducted by TSi in order to provided soil data for structural design of the sign. Topographic survey to be completed by Trekk to map the site for utility/grading and drainage design at the sign site.

Specifications

Vireo will work with CMT to develop necessary outline technical specifications.

Opinion of Probable Construction Costs

Vireo will work with CMT to develop an opinion of probable costs.

D. BIDDING PHASE SERVICES

Specific tasks for the Bidding Phase include the following:

1. Attend the Pre-Bid Meeting and record Minutes.
2. Respond to contractor questions, requests for information and requests for clarification as necessary pertaining to the Construction Plans and Contract Document/Technical Specifications during the Bidding Phase.
3. Prepare and distribute contract Addenda as necessary
4. Review contractor's qualifications and make recommendation of contract award to Sponsor.

31. Landscaping/Signage: Secondary Monument Signs

A. OVERVIEW

Continuation of Landscaping and Signage Improvements at KCI: New scope item to include New Primary Monument Sign at Mexico City Ave entrance to the airport. Task shall include conceptual phase for siting of new sign in addition to survey, geotech, utility investigation - grading/drainage and electrical improvements necessary to support new Monument Sign.

B. CONCEPT PHASE SERVICES

Team Meetings

CMT/Vireo will attend up to (3) three meetings with the design team to initiate the project, review progress and coordinate project deliverables and deadlines.

Client Meetings

CMT/Vireo will facilitate (3) one-hour design workshop with KCAD to discuss their vision and generate ideas and preferences for the proposed improvements in order to build consensus among airport leadership.

Drawings

It is understood that new monument signage is needed along Mexico City Avenue to welcome travelers to KCI. Vireo will develop sign concepts and review with KCAD. *Concept level drawings will be hand-drawn.*

C. DESIGN PHASE SERVICES

Team Meetings

CMT/Vireo will attend up to (2) two meetings with the design team to review progress and coordinate project deliverables and deadlines.

Client Meetings

CMT/Vireo will facilitate (4) two-hour design workshop with KCAD to discuss design progress.

Drawings

Following approval of the concept design, Vireo will prepare DD level drawings showing the design intent which may include:

Plans, elevations and sections showing approximate dimensions, materials, colors, graphics, text styles and layout, etc.

Structural, civil, lighting and electrical design for the sign components will be by CMT.

DD level drawings will be developed in AutoCAD.

Geotechnical Investigation and Topographic Survey

A geotechnical investigation will be conducted by TSi in order to provide soil data for structural design of the sign. Topographic survey to be completed by Trekk to map the site for utility/grading and drainage design at the sign site.

Utilities Coordination

Coordination with Evergy as necessary to discover and route power source to sign. Incidental utility coordination included as coverage for unforeseen utility impacts around the site selected for the sign.

Specifications

Vireo will work with CMT to develop necessary outline technical specifications.

Opinion of Probable Construction Costs

Vireo will work with CMT to develop an opinion of probable costs.

D. BIDDING PHASE SERVICES

Specific tasks for the Bidding Phase include the following:

1. Attend the Pre-Bid Meeting and record Minutes.

2. Respond to contractor questions, requests for information and requests for clarification as necessary pertaining to the Construction Plans and Contract Document/Technical Specifications during the Bidding Phase.
3. Prepare and distribute contract Addenda as necessary
4. Review contractor's qualifications and make recommendation of contract award to Sponsor.

32. Structural: Inspection and Rehab Report for Overhaul Base Tunnel

A. OVERVIEW

The Overhaul Base Tunnel is showing signs of distress. The purpose of this task is for HDR to conduct a study phase which includes a field investigation and preparation of a Rehabilitation Recommendation Report for the tunnel.

This supplement to the original contract executed on January 28, 2021, is to provide engineering services for inspection and recommendation report of the KCAD OHB Tunnel between two maintenance buildings and the inspection and recommendation report for bridges carrying N Winan Ave over Economy Parking Lot A-B Access Road.

Scope of Services:

Description of Tunnel: The tunnel runs at a southerly to easterly direction from southeast end of the Jet Midwest Overhaul Base to the east maintenance building. The tunnel is approximately 350 feet long with a 90 degree turn and is a vehicular, pedestrian and utility cut and cover tunnel consisting of reinforced concrete wall, floor and ceiling. The north south portion of the tunnel from the Jet Midwest Overhaul Base is approximately 160' long and partially exposed above ground and continues underground with a sloping floor. The inside tunnel height varies from approximately 10' to 19' tall with an overall inside width of approximately 15' feet. The tunnel has a vehicular corridor (maintenance type vehicle passage) and pedestrian corridor as well as small utility corridor and air handling openings.

Description of Work: Additional services to field inspect and prepare a Rehabilitation Recommendation Report for the tunnel. Contract drawings and specifications for possible repairs to tunnel are not included.

Prior to the start of the field inspection, HDR will review existing construction drawings of the tunnel provided by KCAD and prepare field sketches to use used for recording findings during the inspection. This scope assumes the field inspection to take a maximum of two days to complete and KCAD has agreed to provide an escort individual during this inspection instead of HDR obtaining security badges for access.

HDR will minimize any disruption to the operation using the tunnel with the use of portable ladders and a two-man man-lift in areas not easily accessible with a ladder. It is assumed the tunnel will not require permits for confined space access and air quality will be sampled each day by HDR prior to starting the inspection.

This scope considers all inspection to be completed without the use of additional ventilation systems.

Even though this tunnel is not considered part of the National Tunnel System, HDR will provide one lead inspector that is a National Certified Tunnel Inspector that has completed FHWA Tunnel Inspection Training. This inspector is not located in Kansas City and will need to travel into Kansas City for this inspection. The second inspector (from the HDR-Kansas City office) will be a structural engineer familiar with reinforced concrete construction and in-service behavior. HDR will conduct the inspection in accordance with current published versions of the National Tunnel Inspection Standards.

The in-depth inspection will include:

Structural – Walls, ceiling, floor and exposed support members will be investigated for evidence of differential settlement, structural distress, structural integrity and cracking.

Drainage – Above ground surface drainage and accessible drainage system will be inspected. This includes the roof top of the tunnel above ground directly adjacent to the Jet Midwest Overhaul Base where the tunnel has a longitudinal sloping floor. The roof top and side of the tunnel building is covered in corrugated metal siding.

Electrical – only the interior lighting system for the tunnel will be inspected for properly illuminating the tunnel during usage. Fire Suppression Equipment – will be inspected to evaluate that it is functioning.

Mechanical Systems – HDR will inspect accessible tunnel ventilation fans, drive systems, dampers, damper drives, and control centers. HDR will investigate all portal building HVAC systems for operation, physical condition, and efficiency.

Any areas of the tunnel not accessible will be noted and a digital “go-pro” camera on an extended access arm will be used to look closely at these areas.

Inspection Report and Recommendations - HDR will document the findings of each area of investigation in a final report. HDR will explain with narrative and photographs any noted deficiencies including suggested corrective measures. The report will include recommendations and cost estimates for remedial action or scheduled maintenance for each respective area of investigation. Contract drawings for possible repairs to the tunnel are not included.

33. Structural: Inspection and Rehab Report for Economy Lot Bridges

A. OVERVIEW

The Economy Lot bridges are showing signs of distress. The purpose of this task is for HDR to conduct a study phase which includes a field investigation and preparation of a Rehabilitation Recommendation Report for the bridges

Description of Bridges:

The twin bridges that carry NB and SB Road A2 over Road G1 (Lot A-B Access) in the Economy Parking Lot at KCI. Each Bridge is a 3-span Reinforced Concrete slab bridge with a span arrangement of 45-60-45 and a roadway width of 28 feet. Built on a horizontal curve and longitudinal grade of approximately 6%.

Description of Work:

Additional services to field inspect and prepare a Rehabilitation Recommendation Report for the two bridges. The area of concern is the driving surface overlay that is cracking and showing some areas of distress as well as local concrete crushing of the roadway curbs on the approach slabs. Contract drawings for possible repairs to the bridges are not included.

Field Inspection of the driving surface of the NB and SB bridge decks by two HDR bridge inspectors. Since this roadway in the economy parking lot area has relatively low traffic volume, the inspectors will perform the inspection using orange traffic cones to close off one lane of the bridge as needed. No formal traffic control plan or additional equipment will be used.

Hammer sounding or use of a chain drag will be used to note any delamination and these areas will be recorded in the field notes. Other areas of bridge deterioration on the driving surface (barrier and curbs) will be recorded with field notes and pictures. The underside of the bridge deck and the bridge substructure will be given a cursory inspection. Any deterioration noted on the underside of the bridge will be included in the field notes.

Inspection Report and Recommendations - HDR will document the findings in a final report. HDR will explain with narrative and photographs any noted deficiencies including suggested corrective measures. The report will include recommendations and cost estimates for remedial action or scheduled maintenance. Contract drawings for possible bridge repairs are not included.

34. Structural: Bridge and Wall Package 2 Additional Services

A. OVERVIEW

Additional services to account for extension of Bridge and Wall Rehabilitation - Package 2 - into the Spring of 2024. This task includes the revisions to the original drawings and re-bid of Package 2. Additional CM services are included for the construction phase expected in 2024.

HG Consult Additional Services

Landside Structural Package 2 CM Services will be conducted as full-time inspection by HG Consult. The CM Services fee for HG Consult included in the previous Amendment (Amendment 6). was based on an anticipated 4-month construction period.

After completion of the design phase it was determined that a 7-month construction period will be required for this project. The additional 3-months of full-time observation services will be added into this contract through this Amendment 7.

HDR Additional Services

Additional services to re-bid Bridge Package 2. To include attending the pre-bid meeting, answering up to 5 bidding phase RFI's, attend the bid opening and compiling bid tabulation.

Additional services to attend bi-weekly construction meetings (one meeting every other week) until the completion of construction for the second package of bridge and wall rehabilitation.

Assumed construction duration is the months of March through November 2024. Construction duration is approximately 41 weeks. 22 meetings are assumed. 17 meetings were included in Amendment 5 resulting in 5 additional construction status meetings. Three hours per meeting, for the Project Manager, including travel time and 1 hour of meeting time.

HDR will prepare a rolling meeting agenda and meeting minutes with action items for each meeting. Two hours per meeting for the Project Manager.

HDR will review the progress of the construction, review the pay applications submitted by the Contractor, sign and return the pay applications to the Kansas City Aviation Department for further processing. Assumed pay application requests

will be submitted in the months of March through December 2024 (10 pay applications at one hour each). 8 pay applications were included in Amendment 5 resulting in 2 additional pay applications.

Travel to the meeting site at 601 Brasilia from the HDR office is approximately 70 miles round trip. Mileage to be reimbursed at the accepted rate of \$0.625 per mile.

35. Overflow Lot Development

A. OVERVIEW

Design and Bidding Phase Services for the development of a new Overflow Lot to consist of pavement with new graded design to new storm inlets/sewer system. Design to include new lighting system, signage and multiple entrances/exits to connecting streets.

B. DESIGN SERVICES

The following is a summary of the major design phase components to be included as part of the design:

A. Kickoff and Site Investigation

- a. Conduct Design Kickoff/Stakeholder Meeting (including preparation & distribution of meeting agenda and minutes)
- b. Site Visit, plans-in-hand field check of final conceptual development
- c. Full Topographic survey of prospective jobsite (Trek)
- d. Pavement Cores/ Geotech Investigation and Report (TSi) (5 pavement cores/soil borings, 4 vacuum utility daylights)

B. General Project Items

- a. Design Submittals will be delivered to KCAD at 90% and 100% milestones
- b. 90% Submittal shall include 90% Plans, 90% Technical Specifications, 90% Engineer's Opinion of Probable Cost and 90% Design Memo
- c. Conduct 90% Design Review meeting (including preparation & distribution of meeting agenda and minutes)
- d. 100% Submittal shall include sealed IFB Plans, IFB Front-End and Technical Specifications, Final Engineer's Opinion of Probable Cost and Final Design Memo

C. Site Work

a. The plan set will generally include the following components:

- i. Cover Sheet
- ii. Index to Sheets/Summary of Quantities
- iii. General Conditions/Site Notes
- iv. Construction Phasing Plans
- v. Demolition Plan
- vi. Layout Plan and Geometric
- vii. Typical Sections & Details
- viii. Grading and Drainage Plan and Details
- ix. Staking Plan
- x. Jointing Plan and Details
- xi. Marking Plan and Details
- xii. Signage Plan and Details
- xiii. Fencing Plan and Details
- xiv. Erosion Control Plan and Details
- xv. Miscellaneous Details

D. Site Work

- a. Electrical – IT/Communications design shall include:
- i. Review of existing conditions and site visit
 - ii. Evaluation of power/comm requirement
 - iii. Photometric analysis
 - iv. Design/draft of 90% plans and specs
 - v. Attendance of 90% design review meeting
 - vi. Preparation of Final plans and specs
 - vii. QA/QC Review at 90%

C. BIDDING PHASE SERVICES

Specific tasks for the Bidding Phase include the following:

1. Attend the Pre-Bid Meeting and record Minutes.
2. Respond to contractor questions, requests for information and requests for clarification as necessary pertaining to the Construction Plans and Contract Document/Technical Specifications during the Bidding Phase.
3. Prepare and distribute contract Addenda as necessary

4. Review contractor's qualifications and make recommendation of contract award to Sponsor.

36. 2023 On Call Landside Additional CM Services

A. OVERVIEW

Extension of Construction Management services for the ongoing On-Call Landside services contract for KCI Roadway rehabilitation improvements.

The following is a summary of the major construction phase components to be included as part of the project:

1. Kickoff
 - a. Conduct preconstruction conference, including agenda and minutes
2. Contract Administration
 - a. Prepare RFP's, Scopes, Estimates for New Tasks
 - b. Change Order Preparation (Est. 6 Change Orders)
 - c. Review Pay Applications (Est. 6 pay apps)
3. Construction Phase Assistance
 - a. Respond to RFI's (Assume 6 task orders, 2 RFI's each)
 - b. Conduct Site Visits (Assume 6 task orders, 2 visits each)
4. Expenses
 - a. Project expenses shall include vehicle mileage for drives to and from the site, and small fees for printing/copying expenses.

37. Rental Car Facility Improvements – Design & CM

A. OVERVIEW

Design and CM Phases of next round of Rental Facility improvements. Improvements to include reconstruction of bus ramp, installation of new gate fixtures, acquisition of new vehicle barriers and traffic signage improvements.

B. DESIGN SERVICES

CMT will conduct a site investigation to field measure the exact locations of extents of repairs based on severity of distresses

CMT will produce a short-set of repair plans consisting of a General plan sheet, bus ramp pavement repair plan, flashing stop signs locations and detail, new swing fence location and detail, new vehicle barriers location and detail, typical sections and general details

CMT will host a phasing/traffic detour meeting to discuss impacts of construction on the bus ramp with KCAD and develop phasing or alternative traffic routing as necessary.

CMT will compute quantities, cost estimate and prepare final plans following phasing meeting.

CMT will assemble RFP and submit to contractor. CMT to review contractor's cost proposal and process the associated change order.

C. CONSTRUCTION SERVICES

CMT will provide a full-time on-site RPR to observe construction from start to end. Estimated 2-week construction period, 5-days a week, 10 hour days.

CMT will prepare pay application and change order - anticipates one pay application, and one change order will be prepared for this task.

Project Manager will respond to field issues as necessary.

D. SUBCONSULTANTS AND EXPENSES

Materials testing on subgrade layers and poured concrete will be conducted by TSi.

Project expenses shall include vehicle mileage for drives to and from the site, and small fees for printing/copying expenses.

38. 2023 On Call RFP Preparation Assistance

A. OVERVIEW

On-Call Services to provide consulting assistance for the preparation of RFP's for leasing and other miscellaneous Commercial Development tasks.

39. KCI Terminal Entrance Traffic Study – Concept Phase

The scope of services provided has been estimated based on a request for a study of vehicle guidance along the Kansas City International (KCI) terminal roadway. The study will analyze existing traffic conditions and guidance to identify deficiencies and areas of opportunity.

TASK 01 - PROJECT MANAGEMENT

- A. Continuous coordination and response to requests from KCI staff throughout the duration of the project - Assumes two in-person meetings to review progress.

- B. Contract administration and billing preparation and review.

TASK 02 – TRAFFIC ANALYSIS

Data Collection

- A. Collect existing data useful to the project design.

- B. Download available as-built drawings and sign plans.

- C. Drive and video record the corridor to document existing conditions and experience the driver perspective.

- D. Observe actual traffic patterns during peak period when backups are typically experienced. Assume two days of observation.

Opportunity Analysis

- E. Identify gaps in navigation information/guidance.

- F. Develop list of countermeasures.
 - It is assumed that no design of the alternatives will be conducted. That will be done in a future project phase.

- G. Develop exhibits identifying potential countermeasure locations.

TASK 03 – REPORT AND REVIEW OF FINDINGS

- A. Develop exhibits identifying potential countermeasure locations.

- B. Prepare a short report detailing deficiencies/opportunities and the potential countermeasures to address each location.

- C. Conduct in-person meeting with KCAD staff to review the findings in the report and answer questions.

TASK 04 – QUALITY ASSURANCE

- A. A Quality Assurance Plan (QAP) will be developed, and a QA/QC review will be performed on the traffic study.

- B. An internal kick-off meeting will be held with all team members to discuss the project. As progress is made on the project, the QA/QC team will review results from the milestone submittals and reports. In the preparation of deliverables, the project manager is responsible for a final check to make sure all QA/QC reviews are complete, and all comments are incorporated in the documents.

- B. Sec. 4, Paragraph A, Compensation and Reimbursables, delete and replace the following section:

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$2,969,766.33, as follows:

1. \$282,506.33 for the services performed by Design Professional under original Agreement.
2. \$854,030.00 for the services performed by Design Professional under Amendment One.
3. \$837,230.00 for the services performed by Design Professional under Amendment Four.
4. \$183,000.00 for the services performed by Design Professional under Amendment Five.
5. \$284,000.00 for the services performed by Design Professional under Amendment Six.
6. \$714,000.00 for the services performed by Design Professional under this Amendment Seven.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.

Sec. 4. Effectiveness Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

Date: 7/25/23



DESIGN PROFESSIONAL

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

By: Ty Sandor

Title: Senior Vice President

Date: 9/5/2023

KANSAS CITY, MISSOURI

By: Justin Meyer

Title: Director of Aviation

Approved as to form:

DocuSigned by:
Charlotte Ferns
19200C227622419...

Assistant City Attorney

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

DocuSigned by:
Eric Clewinger 9/13/2023
18F59B5A8EE444E...

Director of Finance

Date

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

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Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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