

**DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 62170486 – AIRPORT FACILITIES DEVELOPMENT**

**KANSAS CITY INTERNATIONAL AIRPORT AND
CHARLES B. WHEELER DOWNTOWN AIRPORT
AVIATION DEPARTMENT**

EXECUTED

11-20-17

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Wellner Architects (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. 62170486 – Airport Facilities Development

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

- A. Provide administration of various project types, including:
 - 1. Scope and fee proposals for each project
 - 2. Monthly reports itemizing all project activity and fees
 - 3. Invoicing for each project individually
- B. Projects may include, but are not limited to:
 - 1. Airport analysis services through research and investigation of airport related issues: including, but not limited to, Capital Project analysis, environmental analysis, financial and land use analysis
 - 2. Bid through Construction Administration
 - 3. Development of specific project plans and specifications on airside and landside projects including buildings and pavements
 - 4. Planning Services; including, but not limited to, airside and landside services, ALP updates and other services as needed
 - 5. Development of spot design service plans
 - a. Airfield electrical
 - b. Airfield pavement and markings
 - c. Architectural, interior design, LEED and renderings
 - d. Civil, landside paving and construction cost estimating
 - e. HVAC, plumbing and special use piping
 - f. Information technology
 - g. Landside street and building multi-voltage electrical
 - h. On-call construction team field reviews

- i. Roofing and building envelopes
- j. Structural design and City of KCMO special inspections
- k. Surveying
- 6. Construction cost estimating
- 7. Project Management and administrative services
- 8. Other Design or Management Services
- C. 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 15**.
- D. 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.
- E. 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.
- F. 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 \$600,000.00, as follows:
 - 1. Task Orders will establish individual lump sum fees and estimated reimbursable expense budgets for each project. The total of all task orders shall not exceed \$600,000.00.
 - 2. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement. The following are the reimbursable expenses that City has approved: Mileage, printing and courier services. Additional expenses not listed above as reimbursable, must be approved by the City prior to expenditure.
 - 3. 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 per project, 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
Jade Liska, Acting Deputy Director of Aviation, Planning & Engineering
601 Brasilia Avenue
Kansas City, MO 64153
Phone: (816) 243-3045 Facsimile: (816) 243-3071
E-mail address: Jade.Liska@kcmo.org

Design Professional:
Wellner Architects
Julie Wellner
802 Broadway, 4th Floor, Kansas City, MO 64105
Phone: (816)-221-0017
E-mail address: JWellner@Wellner.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 1**, 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 - City licensed Geographical Information System Data
- Attachment 2 - Federal Supplementary Provisions
- Attachment 3 - M/WBE Program Instructions
- Attachment 4 - Affidavit of Intended Utilization
- Attachment 5 - Contractor Utilization Plan/Request for Waiver
- Attachment 6 - Letter of Intent to Subcontract
- Attachment 7 - Timetable for M/WBE Utilization
- Attachment 8 - Request for Modification/Substitution
- Attachment 9 - Contractor Affidavit for Final Payment
- Attachment 10 - Subcontractor Affidavit for Final Payment
- Attachment 11 - Certificate of Insurance
- Attachment 12 - Authorization To Release Revenue Clearance Letter
- Attachment 13 - Airport Security Control Procedures
- Attachment 14 - KCAD Vehicle and Inspection Safety Program
- Attachment 15 - Computer-Aided Design/Drafting (CADD) Standards
- Attachment 16 - Electronic Format Requirements
- Attachment 17 - Employee Eligibility Verification Affidavit
- Attachment 18 - Subcontractor List

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

Sec. 11. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing

its contractor utilization plan, which is attached as Attachment 5. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 10/23/17

By: [Signature]
Name: Julie Welton
Title: President

Date: 11.15.17

KANSAS CITY, MISSOURI

By: [Signature]
Name: Pat Klein
Title: Director of Aviation

Approved as to form:

[Signature]
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 Matthew Bell 11/20/17
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

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 2
FAA SUPPLEMENTARY CONTRACT PROVISIONS

Contents

1. CIVIL RIGHTS - GENERAL
2. CIVIL RIGHTS – TITLE VI ASSURANCE
3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

1. 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.

2. CIVIL RIGHTS - TITLE VI ASSURANCES

2.1 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.

2.2. 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).

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

4. 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.

ATTACHMENT 3
HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 3-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); 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 MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

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

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

III. Required Submissions Prior to Contract Award.

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

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

- a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
- b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
- c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.

2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

IV. Additional Required Submissions when Requested by City.

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

1. **Timetable for MBE/WBE Utilization (HRD Form 10).**
2. **Documentation of good faith efforts.**

V. Required Monthly Submissions during term of Contract.

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

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** 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.

VI. Required Submittals for Final Contract Payment.

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

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

VII. Additional Submittals.

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

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
 1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a qualified MBE or WBE, except as otherwise expressly provided for herein.
 2. Twenty-five percent (25%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a qualified MBE or WBE.
 3. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a qualified MBE or WBE.
 4. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a qualified MBE or WBE.
 5. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
 1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. An MBE or WBE prime contractor's own participation in its contract with City; and
 4. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
 5. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request

for Waiver (HRD Form 8)

Warning: Efforts to obtain MBE and/or WBE participation made 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 of HRD 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 MBE and WBE 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 MBE and WBE firms to participate effectively.
 3. Sent written notices, by certified mail or facsimile, to qualified MBEs and WBEs 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 MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those MBE/WBE contractors identified by HRD listed in those categories which are in those subcontractors' scope of work. The portion of work for which a proposal from an MBE/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
 5. Requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with qualified MBEs and WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
 7. Attempted to negotiate in good faith with qualified MBEs and WBEs 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 MBE/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
 - a. Names, addresses and telephone numbers of MBE/WBEs that were contacted and date of contact;
 - b. The information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed by them;
 - c. The reasons no agreement was reached with any MBE/WBE, including the basis for any bid rejection (i.e., availability, price, qualifications or other);
 - d. Descriptions of attempts to provide technical assistance to MBE/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

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

- A. A Proposer may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Proposer must file a **Request for Modification or Substitution (HRD Form 11)** prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary. The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
1. The Director finds that the Proposer made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract; AND
 2. The Director also finds one of the following:
 - a. The listed MBE/WBE is non-responsive or cannot perform; or
 - b. The listed MBE/WBE has increased its previously quoted price to the bidder, proposer or contractor without a corresponding change in the scope of the work; or
 - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
 - e. The listed MBE/WBE is unacceptable to the contracting department; or
 - f. The listed MBE/WBE thereafter had its certification revoked; or
 - g. The Proposer or Contractor has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director.

XI. Appeals. (Applicable only if the RFQ/P is for a construction project)

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board on the following:
1. The grant or denial of a Request for Waiver;
 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;

4. Liquidated Damages;
 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within ten (10) working days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
 - C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

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

XIII. Miscellaneous.

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

XIV. Liquidated Damages – MBE/WBE Program.

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

AFFIDAVIT OF INTENDED UTILIZATION

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

Project #62170486 – Airport Facilities Development

Wellner Architects, Inc.
(Bidder/Proposer)

STATE OF Missouri)
COUNTY OF Jackson) ss

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

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

PROJECT GOALS:

BIDDER/PROPOSER PARTICIPATION:

15% MBE	10% WBE
15% MBE	10% WBE

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

- | | | |
|----|--------------------|--|
| a. | Name of M/WBE Firm | Leigh & O'Kane, LLC WBE |
| | Address | 9201 Ward Parkway, Ste 301, Kansas City, MO 64114 |
| | Telephone No. | 816-444-3144 |
| | I.R.S. No. | 43-1386621 |
| | Area/Scope of work | Structural |
| | Subcontract amount | |
| b. | Name of M/WBE Firm | TSi Geotechnical, Inc. MBE |
| | Address | 8248 NW 101 st Terrace, #5, Kansas City, MO 64153 |
| | Telephone No. | 816-599-7965 |
| | I.R.S. No. | 43-1535463 |
| | Area/Scope of work | Geotech, Testing & Special Inspections |
| | Subcontract amount | |
| c. | Name of M/WBE Firm | SK Design Group, Inc. MBE |
| | Address | 4600 College Blvd., Ste 100, Overland Park, KS 66211 |
| | Telephone No. | 913-451-1818 |
| | I.R.S. No. | 48-1121861 |
| | Area/Scope of work | Civil |
| | Subcontract amount | |

d. Name of M/WBE Firm FSC, Inc. | MBE
Address 9225 Indian Creek Pkwy, Ste 300, OP, KS 66210
Telephone No. 913-722-3473
I.R.S. No. 48-1121861
Area/Scope of work Life Safety & Fire Protection
Subcontract amount

e. Name of M/WBE Firm Taliaferro & Browne, Inc. | MBE
Address 1020 E. 8th Street, Kansas City, MO 64106
Telephone No. 816-283-3456
I.R.S. No. 48-0758891
Area/Scope of work Survey
Subcontract amount

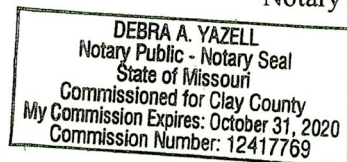
4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the *Contractor Utilization Plan/Request for Waiver (HRD 08)*.
5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.00.**
7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

President of Wellner Architects, Inc.
(Title) (Name of Bidder/Proposer)

Dated: June 29, 2017 By: [Signature]
(Affiant)

Subscribed and sworn to before me this 29th day of June, 2017.

My Commission Expires: October 31, 2020 [Signature]
Notary Public



ATTACHMENT 5
CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 62170486

Project Title: Airport Facilities Development

Department: Aviation

Wellner Architects, Inc.

(Bidder/Proposer)

STATE OF Missouri)

) ss

COUNTY OF Jackson)

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

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 15% MBE and 10% WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: 15 % MBE 10 %
WBE

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

- | | |
|-----------------------|--|
| a. Name of M/WBE Firm | Leigh & O'Lane, LLC WBE |
| Address | 9201 Ward Parkway, Ste 301, Kansas City, MO 64114 |
| Telephone No. | 816-444-3144 |
| I.R.S. No. | 43-1386621 |
| b. Name of M/WBE Firm | TSi Geotechnical, Inc. MBE |
| Address | 8248 NW 101 st Terrace, #5, Kansas City, MO 64153 |
| Telephone No. | 816-599-7965 |
| I.R.S. No. | 43-1535463 |

- c. Name of M/WBE Firm **SK Design Group, Inc. | MBE**
 Address 4600 College Blvd., Ste 100, Overland Park, KS 66211
 Telephone No. 913-451-1818
 I.R.S. No. 48-1121861
- d. Name of M/WBE Firm **FSC, Inc. | MBE**
 Address 9225 Indian creek Pkwy, Ste 300, OP, KS 66210
 Telephone No. 913-722-3473
 I.R.S. No. 48-1121861
- e. Name of M/WBE Firm **Taliaferro & Browne, Inc. | MBE**
 Address 1020 E. 8th Street, Kansas City, MO 64106
 Telephone No. 816-283-3456
 I.R.S. No. 48-0758891

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TSi Geotechnical, Inc.	_____	TBD	_____	_____
SK Design Group, Inc.	_____	TBD	_____	_____
FSC, Inc.	_____	TBD	_____	_____
Taliaferro & Browne, Inc.	_____	TBD	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		\$ TBD		_____ %

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Leigh & O'Kane, Inc.		TBD		
TOTAL WBE \$ / TOTAL WBE %:		\$ TBD		%

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

***"Weighted Value" means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See 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 M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.

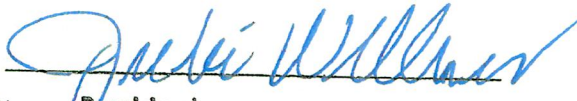
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: **Wellner Architects, Inc.**

Address: **802 Broadway, 4th Floor, Kansas City, MO 64105**


Facsimile number: **N/A**

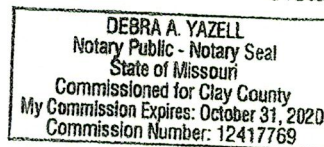
E-mail Address: **jwellner@wellner.com**

By: 
Title: **President**
Date: **September 8, 2017**
(Attach corporate seal if applicable)

Subscribed and sworn to before me this **8th** day of **September**, 2017.

My Commission Expires: **October 31, 2020**


Notary Public





KANSAS CITY
MISSOURI

ATTACHMENT 6

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62170486

Project Title: Airport Facilities Development

Wellner Architects, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Leigh & O'Kane, LLC ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Structural Engineering, to the extent not contracted with other M/WBE's on our team

for an estimated amount of \$__ or a portion of the total 10% that will be contracted with our teams WBE's as a whole of the total estimated contract value.

M/W/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 M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Julie Wellner
Signature, Prime Contractor

Julie Wellner
Print Name

Principal September 8, 2017
Title Date

Cheri J. Leigh
Signature: M/W/DBE Subcontractor

Cheri J. Leigh
Print Name

Principal 9/12/17
Title Date



ATTACHMENT 6

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62170486

Project Title: Airport Facilities Development

Wellner Architects, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical, Inc. ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Geotechnical Engineering, Testing, and Special Inspections, to the extent not contracted with other M/WBE's on our team.

for an estimated amount of \$ or a portion of the total 15% that will be contracted with our teams MBE's as a whole of the total estimated contract value.

M/W/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 M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.


Signature: Prime Contractor

Julie Wellner
Print Name

Principal September 8, 2017
Title Date


Signature: M/W/DBE Subcontractor

Denise B. Hervey
Print Name

CEO September 12, 2017
Title Date



ATTACHMENT 6

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62170486

Project Title: Airport Facilities Development

Wellner Architects, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with SK Design Group, Inc. ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Civil Engineering, to the extent not contracted with other M/WBE's on our team.

for an estimated amount of \$ or a portion of the total 15% that will be contracted with our teams MBE's as a whole of the total estimated contract value.

M/W/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 M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Julie Wellner
Signature, Prime Contractor

Julie Wellner
Print Name

Principal September 8, 2017
Title Date

Sassan Mahobian
Signature, M/W/DBE Subcontractor

Sassan Mahobian, PE, LEED AP
Print Name

President 2017-09-12
Title Date



ATTACHMENT 6

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62170486

Project Title: Airport Facilities Development

Wellner Architects, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with FSC, Inc. ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Life Safety & Fire Protection, to the extent not contracted with other M/WBE's on our team.

for an estimated amount of \$___ or a portion of the total 15% that will be contracted with our teams MBE's as a whole of the total estimated contract value.

M/W/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 M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

Signature: Prime Contractor

Julie Wellner
Print Name

Principal September 8, 2017
Title Date

Signature: M/W/DBE Subcontractor

Sonia Gara-poty
Print Name

CEO
Title

9/13/2017
Date



ATTACHMENT 6

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62170486

Project Title: Airport Facilities Development

Wellner Architects, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Taliaferro & Browne, Inc. ("M/W/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 M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Surveying, to the extent not contracted with other M/WBE's on our team.

for an estimated amount of \$_____ or a portion of the total 15% that will be contracted with our teams MBE's as a whole of the total estimated contract value.

M/W/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 M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor

Signature: Julie Wellner
Prime Contractor

Julie Wellner
Print Name

Principal
Title September 8, 2017
Date

Signature: HAGDI E. ANDEBRHAN
M/W/DBE Subcontractor

HAGDI E. ANDEBRHAN
Print Name

CEO
Title 9/12/17
Date

TIMETABLE FOR MBE/WBE UTILIZATION

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

I, _____, acting in my capacity as _____
 _____ (Name) _____ (Position with Firm)
 of _____, with the submittal of this Timetable, certify that
 _____ (Name of Firm)
 the following timetable for MBE/WBE 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	_____ (Specify)				

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

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

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818.

(Signature)

(Position with Firm)

(Date)



ATTACHMENT 8 REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: 62170486 – Airport Facilities Development

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	15% MBE	10% WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

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

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

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

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

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

TO

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

c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report.

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)



KANSAS CITY
MISSOURI

ATTACHMENT 9

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: 62170486

Project Title: Airport Facilities Development

STATE OF _____)
COUNTY OF _____)SS

The Undersigned, _____ of lawful
(Name)

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

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. 62170486 – Airport Facilities Development.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3. (✓) _____ Prevailing wage does not apply; or
(✓) _____ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____
2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$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



KANSAS CITY
MISSOURI

STATE OF MISSOURI

ATTACHMENT 10 SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: 62170486

Project Title: Airport Facilities Development

)

) 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:

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

Subcontractor's Legal Name and Address

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2017

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

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

PRODUCER 1-866-574-6282

Holmes Murphy & Associates, LLC

1828 Walnut Street
Suite 700
Kansas City, MO 64108

CONTACT NAME: Monica Wilks

PHONE (A/C No, Ext): 816 857-7820

FAX (A/C No): 866 501-3940

E-MAIL ADDRESS: mwilks@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SENTINEL INS CO LTD

11000

INSURER B: HARTFORD ACCIDENT & IND CO

22357

INSURER C: WESCO INS CO

25011

INSURER D:

INSURER E:

INSURER F:

INSURED
Wellner Architects, Inc.

802 Broadway, 4th Floor

Kansas City, MO 64105

COVERAGES

CERTIFICATE NUMBER: 51182588

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		91SBAZI0238	06/15/17	06/15/18	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		91SBAZI0238	06/15/17	06/15/18	
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		91SBAZI0238	06/15/17	06/15/18	
	<input checked="" type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> OCCUR					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		37HBCIJ4249	05/01/17	05/01/18	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		ARA111919904	10/14/17	10/14/18	
						Each Claim 2,000,000
						Ann'l Aggr 2,000,000

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

Re: Project No. 62170486-Airport Facilities Development

The City of Kansas City, Missouri is added as additional insured on a primary and non-contributory basis including products and completed operations on all policies except the professional liability, employers liability and workers compensation as required by written contract. A waiver of subrogation in favor of the additional insured applies as allowed by law.

CERTIFICATE HOLDER

City of Kansas City, Missouri
Kansas City Aviation Department

601 Brasilia Avenue

Kansas City, MO 64153-2054

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Garth A. Waters



**AUTHORIZATION TO RELEASE
A
REVENUE CLEARANCE LETTER**

Revenue Division

414 East 12th Street, 2nd floor, Room 202 W

Kansas City, MO 64106 Phone (816) 513-1135 Fax (816) 513-1264 email: revenue@kcmo.org

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of Taxpayer: _____ Tax I.D.# _____
(PRINT)

Address: _____

Check this box and the City will send the Clearance Letter to you or the contractor designated.

☐ I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME (PRINT)		BUSINESS NAME	TITLE
ADDRESS		CITY, STATE, ZIP CODE	
PHONE NUMBER	FAX NUMBER		E-MAIL ADDRESS

☐ I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments and to publish on the City's internet/intranet website that the Taxpayer is in compliance with the tax ordinances administered by the City's Commissioner of Revenue.

Please send my 1st Revenue Clearance Letter to: _____
(Print Name of City Department/Contact Person/E-mail/Fax Number)

This authorization shall expire one (1) year from the date of the signature.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization and hold harmless agreement on behalf of the Taxpayer.

NAME (PRINT)		TITLE (IF APPLICABLE)	
SIGNATURE		PHONE NUMBER	DATE

A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL

ATTACHMENT 13 - 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.

ATTACHMENT 13
01150 - AIRPORT SECURITY CONTROL PROCEDURES
KANSAS CITY INTERNATIONAL AIRPORT (KCI)

Term Definitions

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

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

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

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

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

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

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

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

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

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

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

FAA means Federal Aviation Administration.

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

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

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

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

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

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

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

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

AIRPORT SECURITY RESPONSIBILITIES

A. Tenant / Contractor Responsibility

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

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

B. Individual Responsibility

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

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

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

C. Falsification

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

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

AIRPORT SECURITY OPERATIONS

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

A. Secured Areas

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

Access Control System

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

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

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

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

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

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

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

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

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

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

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

B. Air Operations Area (AOA)

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

Access Control System

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

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

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

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

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

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

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

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

C. Security Identification Area (SIDA)

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

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

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

D. Accountability

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

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

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

E. Fingerprint Based Criminal History Records Check

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Identification Systems

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Training

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

Individual Responsibilities
Identification / Access Badges
Kansas City International Airport (MCI)

Under the provisions of TSR 1540.101, individuals shall be held responsible and personally accountable for all security violations described in TSR 1540.103, 1540.105 and the MCI Airport Security Program. Violators may be subject to civil and/or local penalties.

- No person may tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented under TSR Parts 1540 and 1542 or the MCI Airport Security Program.
- No person may enter or be present within, a Secured Area, AOA, or SIDA or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- No person may use, allow to be used, or cause to be used, any airport-issued or airport-approved identification medium that authorizes the access, presence, or movement of persons or vehicles in Secured Areas, AOAs, or SIDs in any other manner than that for which it was issued by the appropriate authority under TSR Parts 1540, 1542, 1544, and 1546 of the MCI Airport Security Program.
- Individuals in the Secured Area, AOA, SIDA or sterile area 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.
- Escort Procedures – Persons who do not have unescorted access authority and have a need to enter a restricted area, must be under "positive" escort by a person who has a valid authorized identification/access badge. "Positive" escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) is unresponsive to the verbal challenge, ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up. When an individual fails to successfully complete a Security Threat Assessment (STA) or Criminal History Records Check (CHRC), or is subsequently disqualified due to an STA or CHRC disqualifying offense, where required, the Airport may not grant the individual escorted or unescorted access to the SIDA, Secured Area, Sterile Area, or AOA.

No person may be escorted into the Secured Area, AOA, SIDA, or sterile area that has been granted unescorted access authority and does not have their identification/Access card in their possession.

- 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), whether in uniform or not, who is not displaying an airport approved identification badge within the Secured Area/SIDA of MCI in a manner prescribed herein, or a person displaying an identification badge with unauthorized color-code for the area, or the badge is expired, or the badge was not issued to the individual displaying it, and immediately report the incident to Airport Police. The challenge should be accomplished in a non-threatening manner. Non-security/law enforcement personnel are not expected to place themselves or others in a dangerous situation if it is suspected that a challenge would result in such. The challenge requirement may also be satisfied when Airport Police are immediately notified at the time a person is found to be in the Secured Area, AOA, SIDA or sterile area without a badge or proper authorization. When a verbal challenge is not made, the continuous location, name, and/or description of the person should be relayed to Airport Police. Persons found to be without a badge, or in an unauthorized area, shall be immediately escorted from the area and Airport Police notified. Airport Police will take deliberate and appropriate action following investigation on each incident.
- In the event an identification/access badge is lost or stolen, individuals must immediately notify the Airport ID Office at 243-5211 or the Airport Communications Center at 243-4000. The replacement fee is \$50 for regular employees and \$100 for contractors.
- All identification/access cards remain the property of MCI Airport and must be surrendered upon termination of employment. Failure to return an identification/access media card can result in a warrant being issued for the individual's arrest.

I have read and understand the above responsibilities.

Employee Signature _____

Employer _____

Employee Telephone Number _____

Date _____

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Attachment 1

Revised: August 2014



**AUTHORIZED SIGNATURES
FOR
MCI AIRPORT ID / ACCESS BADGES, KEYS, and/or PADLOCKS**

Company Name (Print)

To request Identification / Access badges, keys, and/or padlocks, the following are the only Authorized Signatures for the above company:

Printed Name:

Signature:

Title:

Telephone:

E-Mail:

Manager's Printed Name:

Manager's Signature:

Mailing Address:

Telephone Number:

Fax Number:

E-Mail Address:

Revised: April 2009

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MCI AVIATION DEPARTMENT

**SECURED AREA & STERILE AREA ACCESS KEY REQUEST
(KEY CUSTODIANS)**

KEYMARK # _____ COMPANY _____

ID BADGE # _____ SSN _____

Control of a key is as significant as the control of the KCI Airport Identification / Access badge. Loss of a key compromises the security of the airport. Lost keys MUST be reported to Airport Police at 243-5219 immediately.

Signature of Individual Requesting Key Date

Signature of Authorized Signatory / Key Custodian Date

FOR AIRPORT ID OFFICE USE ONLY

Keymark # _____

Number of Keys Issued _____

From Key Serial # _____ To Key Serial # _____

.....
Key Returned

Keymark # _____ Date _____

From Key Serial # _____ To Key Serial # _____

Signature of Individual Returning Keys

Signature of ID Office Customer Service Representative Accepting Keys

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TSA APPROVED
[Signature]

DATE SEP 20 2012

SECURED AREA & STERILE AREA ACCESS KEY ISSUE LOG
Kansas City International Airport (MCI)

(Please Print)

TENANT / AGENCY _____ KEYMARK # _____

KEY CUSTODIAN _____ DATE _____

EMPLOYEE NAME	MCI BADGE #	KEYMARK #	ISSUE DATE	RETURN DATE

TSA APPROVED 
DATE SEP 20 2012

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AOA ACCESS KEY/PADLOCK REQUEST
Kansas City International Airport (MCI)

EMPLOYEE'S NAME _____ SPONSOR _____
COMPANY NAME _____ PROJECT # _____
KEY CONTROL # _____ COMPLETION DATE _____
ID/ACCESS BADGE# _____ SSN _____

There is a \$50.00 fee for each key or padlock lost. There is no refund on keys reported lost or missing, then later returned. Padlocks will not be removed without prior coordination with the Aviation Department. Control of this key and/or padlock is as significant as the control of the MCI Airport ID Access badge. Loss of this key and/or padlock compromises the security of the airport. Loss of this key and/or padlock will be reported to the Airport ID Office immediately. Padlock will be confiscated if found unsecured.

Signature of Authorized Individual

Employee's Signature

Printed Name of Authorized Individual

Date

FOR AIRPORT ID OFFICE USE

Key Serial # _____ Padlock # _____ Quantity of padlocks issued _____

Key Returned:

Control # _____ Date _____

Serial # _____

Signature _____

Rev.7/13/2006

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AOA ACCESS KEY ISSUE LOG
Kansas City International Airport (MCI)

(Please Print)

TENANT / AGENCY _____ KEY CONTROL # _____

KEY CUSTODIAN _____ DATE _____

EMPLOYEE NAME	MCI BADGE #	KEY SERIAL #	ISSUE DATE	RETURN DATE

Attachment 6

Rev.6/1/04

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**CRIMINAL HISTORY RECORDS CHECK
FINGERPRINT APPLICATION**
Kansas City International Airport (MCI)

Name (Print) _____
Last First Middle

Disqualifying criminal offenses as defined in TSR Part 1542.209(d) and TSR 1544.229(d):

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306.
2. Interference with air navigation; 49 U.S.C. 46308.
3. Improper transportation of a hazardous material; 49 U.S.C. 46312.
4. Aircraft piracy; 49 U.S.C. 46502.
5. Interference with flight crew members or flight attendants; 49 U.S.C. 46504.
6. Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506.
7. Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505.
8. Conveying false information and threats; 49 U.S.C. 46507.
9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b).
10. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315.
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314.
12. Destruction of an aircraft or aircraft facility; 18 U.S.C. 32.
13. Murder.
14. Assault with intent to murder.
15. Espionage.
16. Sedition.
17. Kidnapping or hostage taking.
18. Treason.
19. Rape or aggravated sexual abuse.
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
21. Extortion.
22. Armed or felony unarmed robbery.
23. Distribution of, or intent to distribute a controlled substance.
24. Felony arson.
25. Felony involving a threat.
26. Felony involving
 - a. Willful destruction of property;
 - b. Importation or manufacture of a controlled substance;
 - c. Burglary;
 - d. Theft;
 - e. Dishonesty, fraud, or misrepresentation;
 - f. Possession or distribution of stolen property;
 - g. Aggravated assault;
 - h. Bribery; or
 - i. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year.
27. Violence at international airports; 18 U.S.C. 37.
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph.

By signing this application, I officially state I have not been convicted or found not guilty by reason of insanity of any disqualifying criminal offense in any jurisdiction during the 10 years prior to the date of this application.

Individuals have a continuing obligation to disclose to the airport operator, within 24 hours, if he or she is convicted of any disqualifying criminal offense that occurs while he or she has unescorted access authority under 49 CFR 1542.209.

The information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both (See section 1001 of Title 18 United States Code.)

Signature: _____ Date: _____

Employee Telephone Number _____

Rev.6/1/04

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CERTIFICATION
For
Fingerprint Based Criminal History Records Check/Criminal Records Check
Kansas City International Airport (MCI)

Employee's Name_____
Social Security Number_____
Employer_____
Date☐**AIRCRAFT OPERATORS:**

MCI shall accept certification from Aircraft Operators for each aircraft operator employee and contractor seeking unescorted access authority to the Secured Area and SIDA under the provisions of TSR Parts 1542.209 and 1544.229.

☐**FEDERAL, STATE, and LOCAL GOVERNMENT:**

As a condition of employment, the employee has been subjected to an employment investigation which included a criminal records check.

☐**CONTINUOUS EMPLOYMENT – UNESCORTED ACCESS:**

The employee has been continuously employed in a position requiring unescorted access authority by another airport operator, airport user, aircraft operator, or contractor to such an entity, and the employee's grant for unescorted access authority was based upon a fingerprint based CHRC through TSA or FAA.

☐**CONTINUOUS EMPLOYMENT – SCREENERS:**

The employee has been continuously employed by an aircraft operator or aircraft operator contractor in a position with authority to perform screening functions, and the employee's grant for unescorted access authority was based upon a fingerprint based CHRC through TSA or FAA.

By my signature: I certify that in accordance with TSR Parts 1542 and 1544, the applicant has undergone a criminal records check as a condition of employment or a fingerprint based criminal history records check that did not disclose the individual has been convicted or found not guilty by reason of insanity of any of the disqualifying crimes in any jurisdiction during the 10 years before the date of the individual's application. A written record of this information will be maintained until 180 days after the employee's authority for unescorted access has been terminated. I further understand and stipulate the employer assumes responsibility for all fines imposed by the Transportation Security Administration upon the City of Kansas City, Missouri Aviation Department for any violation of this employee's criminal history records check.

Authorized Signature

Date _____

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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A

Documents that Establish Both
Identity and Employment
Authorization

LIST B

Documents that Establish
Identity

LIST C

Documents that Establish
Employment Authorization

OR

AND

1. U.S. Passport or U.S. Passport Card	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa	2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
4. Employment Authorization Document that contains a photograph (Form I-766)	3. School ID card with a photograph	3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
	4. Voter's registration card	
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form	5. U.S. Military card or draft record	4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
	6. Military dependent's ID card	
	7. U.S. Coast Guard Merchant Mariner Card	5. Native American tribal document
	8. Native American tribal document	
	9. Driver's license issued by a Canadian government authority	6. U.S. Citizen ID Card (Form I-197)
	For persons under age 18 who are unable to present a document listed above:	7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	10. School record or report card	8. Employment authorization document issued by the Department of Homeland Security
	11. Clinic, doctor, or hospital record	
	12. Day-care or nursery school record	

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

NCIC 2-Character Abbreviations
for
Place of Birth Country / Citizenship Code Country / Passport Country

Code:	Description:	Code:	Description:	Code:	Description:	Code:	Description:
AA	Albania	CC	Cuba	EU	Ecuador	IE [2]	Ireland
AB	Alberta	CD [1]	Canada	EY	Egypt	II	India
AD	Andorra	CE	Campeche	EZ	Czech Republic	IL	Illinois
AE	Anguilla	CF	Chad	FA	Falkland Islands	IM	Madeira Islands
AF	Afghanistan	CG	Caroline Islands	FC	Fond du Lac	IN	Indiana
AG	Aguascalientes	CH	Chihuahua	FD	Finland	IO	Indonesia
AH	Ashmore & Cartier Islands	CI	Chiapas	FG	French Guiana	IQ	Iraq
AI	Antigua & Barbuda	CJ	Cambodia	FJ	Fiji	IR	Iran
AJ	Aruba	CL	Colima	FL	Florida	IS	Israel
AK	Alaska	CM	Cameroon	FN	France	IT	Italy
AL	Alabama	CO	Colorado	FO	Faroe Islands	IU	Niue
AM	American Samoa	CP	Cayman Islands	FP	French Polynesia	IW	Iowa Tribe
AN	Algeria	CQ	Chile	FR	French Southern & Antarctic Lands	IX	Menominee
AO	Angola	CR	Costa Rica	FS	Federated States of Micronesia	IY	Cote d'Ivoire (Ivory Coast)
AP	Armenia	CS	Cyprus	FX	Sac & Fox	JA	Japan
AQ	Azores Islands	CT	Connecticut	GA	Georgia	JE	Jersey
AR	Arkansas	CU	Coahuila	GB	Gabon	JI	Johnston Island
AS	Australia	CV	Cape Verde Islands	GC	Greece	JL	Jalisco
AT	Argentina	CW	Central African Republic	GD	Georgia	JM	Jamaica
AU	Austria	CY	Ceylon (Now Sri Lanka)	GE	Germany	JN	Jan Mayen
AV	Azerbaijan	CZ	Canal Zone	GF	Guernsey	JO	Jordan
AX	Apache Tribe	DA	Cheyenne & Arapaho Tribes	GG	Ghana	JR	Jarvis Island
AZ	Arizona	DB	Clipperton Island	GI	Guinea	JU	Juan de Nova Island
BA	Baja California (Northern Section)	DC	District of Columbia	GJ	Grenada	KB	Gilbert Islands (Now Kiribati)
BB	Barbados	DD	Cocos Islands	GK	Gambia, The	KC	Croatia
BC	British Columbia	DE	Delaware	GM	Guam	KE	Kenya
BD	Bahamas, The	DF	Distrito Federal (Mexico, D.F.)	GN	Greenland	KH	Manahiki Island
BE	Bahrain/Bahrein	DG	Comoros (or Comoros Islands)	GO	Glorioso Islands	KI	Kingman Reef
BF	Bassas Da India	DH	Benin (formerly Dahomey)	GP	Guadeloupe	KK	Kickapoo Tribe
BG	Belgium	DI	Cook Islands	GR	Guerrero	KN	North Korea
BH	Belize	DJ	Coral Sea Islands	GS	South Georgia & South Sandwich Islands	KO	South Korea
BI	Burundi	DK	Denmark	GT	Guatemala	KP	Shakopee
BJ	Baja California (Southern Section)	DL	Devil's Lake Sioux Tribe	GU	Guanajuato	KS	Kansas
BK	Baker Island	DM	Dominica	GY	Guyana	KT	Kazakhstan
BL	Bangladesh	DN	Djibouti	GZ	Gaza	KU	Kuwait
BM	Bermuda	DO	Durango	HD	Honduras	KW	Kiowa
BN	Bhutan	DP	Comanche Nation	HE	Heard Island & McDonald Island	KY	Kentucky
BO	British Indian Ocean Territory	DR	Dominican Republic	HI	Hawaii	KZ	Kyrgyzstan
BP	Bosnia & Hercegovenia	DS	Miami Tribe	HK	Hong Kong	LA	Louisiana
BQ	Bouvet Island (Norwegian Territory)	DT	Muscogee (Creek) Tribe	HL	Hidalgo	LB	Liberia
BR	Burma	DV	Seneca-Cayuga Tribes	HN	New Hebrides (now Vanuatu)	LC	Mille Lacs
BS	British Solomon Islands (now Solomon Islands)	DW	Citizen Band Pottawatomie Tribe	HO	Howland Island	LD	Moldovia
BT	Botswana	EE	Absentee Shawnee	HR	Christmas Island	LE	Lesotho
BU	Bulgaria	EK	Equatorial Guinea	HS	Saint Helena	LF	Slovakia
BV	Bolivia	EL	El Salvador	HT	Haiti	LH	Lithuania
BW	Balearic Islands	EN	England	HU	Hungary	LI	Liechtenstein
BX	Brunei	EO	Ethiopia	IA	Iowa	LL	Leech Lake Band of Chippewa
BY	Brazil	ER	Europa Island	IB	Isle of Man	LN	Lebanon
CA	California	ES	Estonia	IC	Iceland	LO	Slovenia
CB	Colombia	ET	Eretria	ID	Idaho	LP	Lac du Flambeau Band of Lake Superior Chippewa

NCIC 2-Character Abbreviations
for
Place of Birth Country / Citizenship Code Country / Passport Country

Code:	Description:	Code:	Description:	Code:	Description:	Code:	Description:
LS	Laos	NT	Northwest Territories	RI	Rhode Island	TU	Tunisia
LT	Latvia	NU	Nicaragua	RL	Red Lake	TV	Ellice Islands
LU	Saint Lucia	NV	Nevada	RR	Montserrat	TW	Taiwan, Republic of China
LX	Luxembourg	NW	Norway	RS	Spanish Sahara	TX	Texas
LY	Libya	NX	Bonaire (Netherlands Antilles)	RU	Romania	TY	Turkey
MA	Massachusetts	NY	New York	RV	Socialist Republic of Vietnam	TZ	Tanzania, United Republic of
MB	Manitoba	NZ	New Zealand	RW	Rwanda	UC	Turtle Mtn. Band of Chipewa
MC	Michoacan	OA	Oaxaca	RY	Republic of Yemen	UG	Uganda
MD	Maryland	OC	Macao	SA	Sierre Leone	UK	Ukraine
ME	Maine	OF	Norfolk Island	SB	Saudi Arabia	UM	Mauritius
MF	Malawi	OG	Osage Nation	SC	South Carolina	UR	Turkmenistan
MG	Mongolia	OH	Ohio	SD	South Dakota	US	United States of America
MH	Marshall Islands	OI	Okinawa	SE	Seychelles	UT	Utah
MI	Michigan	OK	Oklahoma	SF	South Africa	UV	Burkina Faso
MJ	Monaco	OM	Oman	SG	Senegal	UY	Uruguay
MK	Mariana Islands	ON	Ontario	SH	San Marino	UZ	Uzbekistan
ML	Mali	OO	Otoe-Missouria Tribe	SI	Sinaloa	VA	Virginia
MM [3]	Mexico	OR	Oregon	SJ	Namibia	VB	British Virgin Islands
MN	Minnesota	OS	Oglala Sioux	SK	Seminole Nation	VC	Veracruz
MO	Missouri	OT	Oneida Tribe of Indians of Wisconsin	SL	San Luis Potosi	VI	U.S. Virgin Islands
MP	Madagascar	PA	Pennsylvania	SM	Somalia	VL	Navassa Island
MQ	Morocco	PB	Puebla	SN	Saskatchewan	VT	Vermont
MR	Morelos	PC	Pitcairn, Henderson, Ducie, & Oeno Islands	SO	Sonora	VV	Saint Vincent & the Grenadines
MS	Mississippi	PD	Palau, Republic of	SP	Spain	VY	Vatican City
MT	Montana	PE	Prince Edward Island	SQ	Sweden	VZ	Venezuela
MU	Mauritania	PF	Parcel Islands	SR	Singapore	WA	Washington
MV	Maldives	PG	Guinea-Bissau	SS	Scotland	WB	West Bank
MW	Midway Islands	PI	Philippines	SU	Sudan	WD	Wyandotte Tribe
MX	Mexico (State)	PK	Pakistan	SV	Svalbard	WE	White Earth
MY	Malta	PL	Palmyra Atoll	SW	Swaziland	WF	Wallis & Futuna
MZ	Malaysia	PM	Panama	SY	Syria	WI	Wisconsin
NA	Nayarit	PN	Ponca Tribe	SZ	Switzerland	WK	Wake Island
NB	Nebraska	PO	Poland	TA	Tamaulipas	WL	Wales
NC	North Carolina	PQ	Quebec	TB	Tabasco	WN	West Indies
ND	North Dakota	PR	Puerto Rico	TC	Trucial States (Now United Arab Emirates)	WS	Western Samoa
NE	Holland (Netherlands)	PS	Saint Pierre & Miquelon	TD	Trust Territory of the Pacific Islands	WT	Wichita Tribe
NF	Newfoundland	PT	Portugal	TE	Spratly Islands	WV	West Virginia
NG	Nigeria	PU	Peru	TF	Tuamotu Archipelago	WY	Wyoming
NH	New Hampshire	PV	Paraguay	TG	Tonga	XX	Unknown Place of Birth
NI	Northern Ireland	PW	Pawnee Tribe	TH	Thailand	YG	Yugoslavia
NJ	New Jersey	QA	Qatar	TJ	Tajikistan	YO	Mayotte
NK	New Brunswick	QR	Quintana Roo	TK	Tokelau	YT	Yukon (Territory)
NL	Nuevo Leon	QU	Queretaro	TL	Tlaxcala	YU	Yucatan
NM	New Mexico	RA	Russia	TM	Tromelin Island	YY	All Others
NN	Nigeria	RB	Republic of Congo	TN	Tennessee	ZA	Zacatecas
NO	New Guinea	RC	People's Republic of China	TO	Togo	ZB	Martinique
NP	Nepal	RE	Reunion	TP	Sao Tome & Principe	ZC	Surinam
NQ	New Caledonia	RF	Russian Federation	TR	Turks & Calcos Islands	ZD	Macedonia
NR	Nauru	RG	Gibraltar	TS	Nevis & Saint Christopher "Kitts"	ZI	Canary Islands
NS	Nova Scotia	RH	Rhodesia (now Zimbabwe)	TT	Trinidad & Tobago	ZM	Zambia

**NCIC 2-Character Abbreviations
for
Place of Birth Country / Citizenship Code Country / Passport Country**

Code: Description:	Code: Description:	Code: Description:	Code: Description:
ZO Mozambique			
ZR Congo Kinshasa, now Zaire			

- [1] See separate list of Canadian Provinces; Use code CD only when province is unknown.
 [2] Does not include Northern Ireland; See Northern Ireland contained in main listing.
 [3] See separate list of Mexican States; Use code MM only when state is unknown.

Canadian Provinces

Code: Province:	Code: Province:	Code: Province:	Code: Province:
AB Alberta	NF Newfoundland	ON Ontario	YT Yukon Territory
BC British Columbia	NK New Brunswick	PE Prince Edward Island	
CN Canada	NS Nova Scotia	PQ Quebec	
MB Manitoba	NT Northwest Territories	SN Saskatchewan	

Mexican States

Code: Description:	Code: Description:	Code: Description:	Code: Description:
AG Aguascalientes	DO Durango	NL Nuevo Leon	TB Tabasco
BA Baja California	GR Guerrero	OA Oaxaca	TL Tlaxcala
BJ Baja California Sur	GU Guanajuato	PB Puebla	VC Veracruz
CE Campeche	HL Hidalgo	QR Quintana Roo	YU Yucatan
CH Chihuahua	JL Jalisco	QU Queretaro	ZA Zacatecus
CI Chiapas	MC Michoacan	SI Sinaloa	
CL Colima	MR Morelos	SL San Luis Potosi	
CU Coahuila	MX Mexico (State)	SO Sonora	
DF Distrito Federal	NA Nayarit	TA Tamaulipas	

EMPLOYER:

**APPLICATION
IDENTIFICATION / PROXIMITY CARD**
Kansas City International Airport (MCI Category I)

CONTRACTOR:

SUB:

Once the KCI Airport ID Badge Application is signed by the Authorized Signatory, the individual has 5 working days to respond to the ID Office to obtain a badge.

Select One:

☐ NEW

☒ RENEWAL

☐ LOST

☐ DAMAGED

☐ NAME CHANGE

☐ ADDITIONAL CATEGORY

Full Legal Name _____
(Last) (First) (Middle Name) (Full Initials)

Former / Other Names _____
(Provide the Given and Surname; for example: Joseph Robert Doe and Joe Bob Doe)

Current Mailing Address _____

City _____ State _____ Zip _____ Address Country (NCIC 2 character abbr.) _____
(Please refer to Attachment 10 Handout - NCIC 2-Character Abbreviations for complete listing.)

Daytime Telephone Number _____ Work Number _____ Home Number _____ Gender: ☒ Male or ☐ Female

Place of Birth Country (NCIC 2-character abbr.) _____ Citizenship Country Code (NCIC 2-character abbr.) _____
(Please refer to Attachment 10 Handout - NCIC 2-Character Abbreviations for complete listing.)

Social Security Number: _____ (9 digits) Date of Birth: _____ (MMDDYYYY)

Please note: Providing the SSN to TSA is voluntary on the part of the applicant; however, failure to provide it may delay or prevent completion of the Security Threat Assessment.

For individuals who are not U.S. citizens, provide the:

Alien Registration # _____ (9 digits) I-94 Arrival / Departure Form # _____ (11 digits)

For individuals who hold a non-immigrant visa, provide the visa control number, which appears in the top right-hand corner of the visa and is labeled "Control Number."

Non-Immigrant Visa Control Number: _____

For individuals who are U.S. citizens born abroad or naturalized U.S. citizens, provide:

Passport Number _____ Passport Country (NCIC 2-character abbr.) _____

(Passport information is voluntary but may expedite the adjudication process for applicants who are U.S. citizens born abroad.)

OR

Certificate of Naturalization Number _____ (9 digits) Appears on right side of the document and may be called ARN or INS number.

OR

Certification of Birth Abroad _____
(Form DS-1350 or 10-digit document number, which appears in top right-hand corner of document. Precede the 10-digit Number with DS. For example, DS 1234567890. Do not include dashes.)

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Attachment 10
Revised: July 2015

Type of Badge (select one):

Permanent

Contractor

Temporary

Employer's Company Name: _____

(If the individual holds multiple identification media, a separate badge application must be completed for each employer.)

Contractor (if needed) _____

Project Number: _____

Project End Date: _____

Company – Selected Door Category Access: _____

(Please refer to Attachment 10 Handout - Door Category Access for complete listing – indicate coded areas of access needed.)

Check One	Access Level	Badge Type
<input type="checkbox"/>	AOA, Secured Area, SIDA (Unescorted access to Secured Area and AOA.)	Blue
<input type="checkbox"/>	AOA, Secured Area, SIDA, Sterile Area (Unescorted access to Secured Area, AOA, & Sterile Area.)	Blue Sterile
<input type="checkbox"/>	AOA, SIDA (Unescorted access to SIDA – cargo ramps, Post Office ramp, General Aviation ramp.)	Green
<input type="checkbox"/>	Sterile Area (Unescorted access to Sterile Areas.)	Violet
<input type="checkbox"/>	Public Areas (No access to Secured Area, SIDA, AOA, or Sterile Area.)	White
<input type="checkbox"/>	Airport Police Staff Only (ACC, TCO's, ID Office, Taxi, UniGuard(contract Security).)	Gray
<input type="checkbox"/>	Secured Area, SIDA (Unescorted access to Secured Area.)	Yellow
<input type="checkbox"/>	Secured Area, Sterile Area (Unescorted access to Secured Area and Sterile Area.)	Yellow Sterile
<input type="checkbox"/>	Overhaul Base Only	Red

Check All That Apply	Additional Authorities
<input type="checkbox"/>	Armed Law Enforcement (includes unescorted access in a sterile area)
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	AOA Non-Movement Driver*(Valid Driver's License Required)
<input type="checkbox"/>	AOA Movement Driver*(Valid Driver's License Required)
*Driver's License # _____ State: _____ Expiration: _____	
<input type="checkbox"/>	Authorized to Escort (based on operational need, job duties, history of any local security violations) "E"
<input type="checkbox"/>	Authorized to Inspect (Concessionaires) "I"
<input type="checkbox"/>	U.S. Customs and Border Protection FIS Authorization _____

CBP Authorized Signature (Attachment 2 on File) & Date _____

IDENTITY AND WORK AUTHORIZATION

***This Section Completed by ID Office Personnel Only – Authorized Signatories Do Not Complete ***

For all individuals holding or applying for a KCI Airport-issued personnel identification badge, identity and work authorization must be verified. Authorized Signatories, please refer to accompanying handout for a list of acceptable documents. **The original documents must be presented to the KCI Airport ID Office for inspection.** KCI Airport ID Office Trusted Agent personnel will verify these acceptable documents and provide their signature.

1. Document that Establish **Both Identity and Employment Eligibility** (from Identity & Work Authorization Handout, **List A**):

(Document Type) _____ (Document Number) _____ Verified By: _____ (Full Name) _____
OR

2. Document that Establish **Identity** (from Identity & Work Authorization Handout, **List B**):

(Document Type) _____ (Document Number) _____ Verified By: _____ (Full Name) _____

AND

3. Document that Establish **Employment Eligibility** (from Identity & Work Authorization Handout, **List C**):

(Document Type) _____ (Document Number) _____ Verified By: _____ (Full Name) _____

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Attachment 10
Revised: July 2015

The information I have provided is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement can be punished by fine or imprisonment or both. (See Section 1001 of Title 18 of the United States Code.)

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Office of Transportation Threat Assessment and Credentialing (TTAC), Attention: Aviation Programs (TSA-19)/Aviation Worker Program, 601 South 12th Street, Arlington, VA 22202. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

I understand and verify through my signature below there is a **\$50 charge for each badge not returned, expired or lost**. If a lost badge is returned within 30 days after being reported lost or stolen and before its expiration date, the charge will be refunded. No refunds will be provided without a receipt.

I understand and verify through my signature below a \$100 deposit is required for each contractor badge prior to obtaining the badge at the Airport ID Office. **The \$100 deposit will be withheld for all contractor badges not returned, expired, or lost. If a contractor badge is lost or stolen, a \$100 charge will be assessed before the contractor badge is replaced.** If a lost contractor badge is returned within 30 days after being reported lost or stolen and before its expiration date, the charge will be refunded. No refunds will be provided without a receipt.

Print Employee Full Name

Employee Signature

Date

--	--	--	--	--	--	--	--	--	--

SSN (9 digits)

--	--	--	--	--	--	--	--	--	--

Date of Birth (MMDDYYYY)

The Privacy Act of 1974 5 U.S.C 552a(e)(3)

Privacy Act Notice

Authority: 6 U.S.C § 1140, 46 U.S.C § 70105; 49 U.S.C §§ 106, 114, 40103(b) (3), 401113, 44903, 44935-44936, 44939 and 44105; the implementing Recommendations of the 9/11 Commission Act of 2007, § 1520 (121 Stat. 444, Public Law 110-52, August 3, 2007); and Executive Order 9397, as amended.

Purpose: The Department of Homeland Security (DHS) will use the biographic information to conduct a security threat assessment. Your fingerprints and associated information will be provided to the Federal Bureau of Investigation (FBI) for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems including civil, criminal, and latent fingerprint repositories. The FBI may retain your fingerprints and associated information in NGI after the completion of this application and, while retained your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI. DHS will also transmit your fingerprints for enrollment into the US-VISIT Automated Biometrics Identification System (IDENT). If you provide your Social Security Number (SSN), DHS may provide your name and SSN to the Social Security Administration (SSA) to compare that information against SSA's records to ensure the validity of the information.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C 522a(b) of the Privacy Act, all or a portion of the records or information contained in this system may be disclosed outside DHS as a routine use pursuant to 5U.S.C 522a(b)(3) including with third parties during the course of a security threat assessment, employment investigation, or adjudication of a waiver or appeal request to the extent necessary to obtain information pertinent to the assessment, investigation, or adjudication of your application or in accordance with the routine uses identified in the TSA system of records notice (SORN) DHS/TSA 002, Transportation Security Threat Assessment System. For as long as your fingerprints and associated information are retained in NGI, your information may be disclosed pursuant to your consent or without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, Including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses.

Disclosure: Furnishing this information (including your SSN) is voluntary; however, if you do not provide your SSN or any other information requested, DHS may be unable to complete your application for a security threat assessment.

I verify through my signature below that I have read and understand the above Privacy Act Notice.

Print Employee Full Name

Employee Signature

Date

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Attachment 10
Revised: July 2015

PLEASE NOTE:
All KCI Airport badged employees entering the Sterile Areas, the Secured Areas, the SIDA, and/or the AOA are subject to inspection. Per TSA Regulations, All Badged employees working in the SIDA/Secured Area will undergo recurrent CHRC checks every two years.

As an **AUTHORIZED SIGNATORY** for my company, _____, I verify the above named employee has a legitimate need for a KCI Airport-issued ID badge / access media.

Print Authorized Signatory's Name _____ Authorized Signature (Attachment 2 on File) _____ Date _____
Authorized Signatory's E-Mail Address _____ Authorized Signatory's Work Telephone _____

AIRPORT ID OFFICE USE ONLY

If identification badge holder will be AOA Movement or Non-Movement privileged, applicant must present a valid, state-issued driver's license.

State of Issue: _____ Operator's License No: _____ Expiration: _____ / _____ / _____

Issued Badge #: _____ Date of Issue: _____ Expiration: _____

Verified By: _____ (Signature) _____ Date: _____

ID Badge Deactivation Date: _____ Reason: _____
(Lost, Damaged, Stolen, Name Change)

Deactivation Date & Note Entered Into Badging System: _____ (Date of Entry) _____ (Initials)

Badge was UNINTENTIONALLY damaged, a replacement badge was issued at no charge to the badge holder.

(Replacement Badge Number) _____ (Date) _____ (Initials)

Was \$50.00 or \$100.00 fee collected for badge not returned, expired, or lost? _____ Was receipt given? _____

Deactivated By: _____ (Signature)

Badge Returned: Yes _____ No _____ Was a receipt given? _____ Receipt # _____ Initials _____

If an individual KCI Airport badge holder experiences multiple unintentional damaged badges between badge renewals, the ID Office Trusted Agent will simply attach an additional Attachment 10 form page 4 of 4 to the individual's paperwork on file for each occurrence.

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Attachment 10
Revised: July 2015

Page 4 of 4

**STEP-BY-STEP PROCEDURES FOR THE COMPLETION OF THE KCI AIRPORT ID
BADGE / PROXIMITY CARD APPLICATION (ATTACHMENT 10)**

NEW BADGES

**All applications and signatures must be ORIGINALS. Copies will not be accepted.
Once the KCI Airport ID Badge Application is signed by the Authorized Signatory, the
individual has 5 working days to respond to the ID Office to obtain a badge.**

1. Print the employer's name in the upper right-hand corner of the Attachment 10 form. If the application is for a contractor, please write the employer name and the company the contractor actually works for. (Example: KCAD Engineering – Loch Sand Construction)
2. When an employee reports to the ID Office, Attachments 10, 7, and 1 are required upon arrival. The employee must present 2 forms of identification; one must be a government issued ID with a photo. The employee must also present the ORIGINAL documents used to provide identity and work authorization on page 2 of the Attachment 10 form.
3. "New" will need to be circled on the Attachment 10.
4. The employee's last, first, and middle name should be written legibly on the Attachment 10. List the employee's full initials. If no middle name, please indicate so. Provide any former or other names.
5. Fill in the COMPLETE street address, city, state, zip code and home telephone number. Circle either MALE or FEMALE.
6. The Address Country, Place of Birth Country, and Citizenship Country codes need to be listed. (Please refer to the NCIC 2-Character Abbreviations handout.)
7. List the COMPLETE Social Security Number. (9 digits; no dashes)
8. Fill in the COMPLETE date of birth. (MMDDYYYY)
9. For individuals who are not U.S. citizens, provide the Alien Registration Number (9 digits; no dashes) or the I-94 Arrival / Departure Form Number (11 digits; no dashes).
10. For individuals who hold a non-immigrant visa, provide the visa control number, which appears in the top right-hand corner of the visa and is labeled "Control Number".
11. Individuals who are U.S. citizens board abroad or naturalized U.S. citizens, one of three documents can be used. Passport: copy the correct 9-digit number listed in the upper right-hand corner of the passport. Also enter the 2-character country code from where the passport was issued. Or a Certificate of Naturalization may be used. List the Certificate of Naturalization Number (9 digits; no dashes). This number appears on the right side of the document and may be called the ARN or INS number. Or a Certification of Birth Abroad may be used. List the Form DS-1350 or 10-digit document number, which appears in the top right-hand corner of the document. Precede the 10-digit number with DS. For example, DS 1234567890. Do not include dashes.
12. Circle the Type of Badge (Permanent, Contractor, and Temporary) that is requested for the employee.
13. Enter the COMPLETE Company Name. For example, American Airlines – Overhaul Base, or American Airlines – Terminal, or KCAD Field Maintenance.
14. Enter the Contractor Name, if applicable and the Project Number. For example, KCAD Engineering – Loch Sand Construction. Project Number 1234.

15. Company Selected Door Category Access is required for access to various doors and post gates your employees use in the course of their duties. (Refer to the Attachment 10 Door Category Access Codes handout.) For cargo employees, always indicate Post 1.

16. Access Level indicates where the employee needs to go and have access to in the course of their duties. CHECK ONLY ONE BOX.

17. Additional Authorities indicates other privileges and access the employee may need to perform his / her job. CHECK ALL THAT APPLY. When selecting AOA Non-movement or AOA movement, the OLN (Operator's License Number), State issued, and Expiration date need to be completed for all employees who are receiving this authority.

18. If the individual applying for a KCI Airport-issued ID Badge / Proximity Card has an operational need to access the US Customs facility, Terminal C, Gate 90, check the "CBP FIS Authorization" under additional authorities. BEFORE the individual reports to the ID Office they must stop by the US Customs office to have one of the Customs Officers sign and date the Attachment 10 form. Individuals must show proof of identity. The US Customs Office is located in Terminal C at Gate 90 and is open Monday through Friday from 8 am to 4 pm. Their telephone number is 816-243-3676.

Identity and Work Authorization

Original identity and work authorization documents must be presented at the ID Office for inspection, authentication, and copying. **Attention: Authorized Signatories are not to complete this section. This section will be completed by the ID Office Personnel Only.**

19. The ID Office Trusted Agents verify the acceptable original documents for authenticity, list the type of document(s), document number(s), and list their OWN name as the individual verifying the documents. The ID Office Trusted Agents will make copies of the identity and employment eligibility documents and staple the copies to the Attachment 10 document.

20. Line 1 is used to establish BOTH Identity and Employment Eligibility. In most cases, a passport is used. Please refer to the Identity & Work Authorization Handout, LIST A for other acceptable documents.

21. Line 2 and line 3 are used to establish Identity. In most cases, a valid driver's license and Social Security Card are used. Please refer to the Identity & Work Authorization Handout, LIST B for other acceptable documents.

22. The employee needs to read the top paragraph on page 3, PRINT FULL NAME, SIGN, and DATE the application. The employee needs to provide his / her Social Security Number (9 digits; no dashes) and Date of Birth (MMDDYYYY).

23. The employee needs to read the "Privacy Act Notice" on page 3, PRINT FULL NAME, SIGN, and DATE the application.

24. The line indicating, "As an authorized signatory for my employer..." should be completed with THE SIGNATORY'S COMPANY NAME.

25. The authorized signatory should PRINT FULL NAME, SIGN and DATE the application.

26. The authorized signatory should print his or her **own** e-mail address and list their work telephone number. The ID Office may need to contact the authorized signatory.

27. Page 4 is for Airport ID Office use only.

If you have any questions when completing a KCI Airport ID / Proximity Card Application (Attachment 10), please contact Robin McDaniel-Beck, ID Office Supervisor at 243-5105 or via e-mail at: Robin_McDaniel-Beck@kcmo.org.

Revised May 2010

**STEP-BY-STEP PROCEDURES FOR THE COMPLETION OF THE KCI AIRPORT ID
BADGE / PROXIMITY CARD APPLICATION (ATTACHMENT 10)**

RENEWAL, LOST, DAMAGED, BADGES, NAME CHANGE and/or ADDITIONAL CATEGORY

All applications and signatures must be ORIGINALS. Copies will not be accepted.

1. Print the employer's name in the upper right-hand corner of the Attachment 10 form. If the application is for a contractor, please write the employer name and the company the contractor actually works for. (Example: KCAD Engineering – Loch Sand Construction)
2. When an employee reports to the ID Office to RENEW their badge, obtain another badge because theirs was LOST or DAMAGED, or due to a NAME CHANGE or ADDITIONAL CATEGORY needed, an original Attachment 10 is required upon arrival. The employee must present 2 forms of identification; one must be a government issued ID with a photo. The employee must also present the ORIGINAL documents used to provide identity and work authorization on page 2 of the Attachment 10 form.
3. Circle the appropriate reason for a badge request; i.e., RENEWAL, LOST, DAMAGED, NAME CHANGE, ADDITIONAL CATEGORY.
4. The employee's last, first, and middle name should be written legibly on the Attachment 10. List the employee's full initials. If no middle name, please indicate so. Provide any former or other names.
5. Fill in the COMPLETE street address, city, state, zip code and home telephone number. Circle either MALE or FEMALE.
6. The Address Country, Place of Birth Country, and Citizenship Country codes need to be listed. (Please refer to the NCIC 2-Character Abbreviations handout.)
7. List the COMPLETE Social Security Number. (9 digits; no dashes)
8. Fill in the COMPLETE date of birth. (MMDDYYYY)
9. For individuals who are not U.S. citizens, provide the Alien Registration Number (9 digits; no dashes) or the I-94 Arrival / Departure Form Number (11 digits; no dashes).
10. For individuals who hold a non-immigrant visa, provide the visa control number, which appears in the top right-hand corner of the visa and is labeled "Control Number".
11. Individuals who are U.S. citizens board abroad or naturalized U.S. citizens, one of three documents can be used. Passport: copy the correct 9-digit number listed in the upper right-hand corner of the passport. Also enter the 2-character country code from where the passport was issued. Or a Certificate of Naturalization may be used. List the Certificate of Naturalization Number (9 digits; no dashes). This number appears on the right side of the document and may be called the ARN or INS number. Or a Certification of Birth Abroad may be used. List the Form DS-1350 or 10-digit document number, which appears in the top right-hand corner of the document. Precede the 10-digit number with DS. For example, DS 1234567890. Do not include dashes.
12. Circle the Type of Badge (Permanent, Contractor, and Temporary) that is requested for the employee.
13. Enter the COMPLETE Company Name. For example, American Airlines – Overhaul Base, or American Airlines – Terminal, or KCAD Field Maintenance.
14. Enter the Contractor Name, if applicable and the Project Number. For example, KCAD Engineering – Loch Sand Construction. Project Number 1234.
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Revised May 2010

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19. The ID Office Trusted Agents verify the acceptable original documents for authenticity, list the type of document(s), document number(s), and list their OWN name as the individual verifying the documents. The ID Office Trusted Agents will make copies of the identity and employment eligibility documents and staple the copies to the Attachment 10 document.

20. Line 1 is used to establish BOTH Identity and Employment Eligibility. In most cases, a passport is used. Please refer to the Identity & Work Authorization Handout, LIST A for other acceptable documents.

21. Line 2 and line 3 are used to establish Identity. In most cases, a valid driver's license and Social Security Card are used. Please refer to the Identity & Work Authorization Handout, LIST B for other acceptable documents.

22. The employee needs to read the top paragraph on page 3, PRINT FULL NAME, SIGN, and DATE the application. The employee needs to provide his / her Social Security Number (9 digits; no dashes) and Date of Birth (MMDDYYYY).

23. The employee needs to read the "Privacy Act Notice" on page 3, PRINT FULL NAME, SIGN, and DATE the application.

24. The line indicating, "As an authorized signatory for my employer..." should be completed with THE SIGNATORY'S COMPANY NAME.

25. The authorized signatory should PRINT FULL NAME, SIGN and DATE the application.

26. The authorized signatory should print his or her **own** e-mail address and list their work telephone number. The ID Office may need to contact the authorized signatory.

27. Page 4 is for Airport ID Office use only.

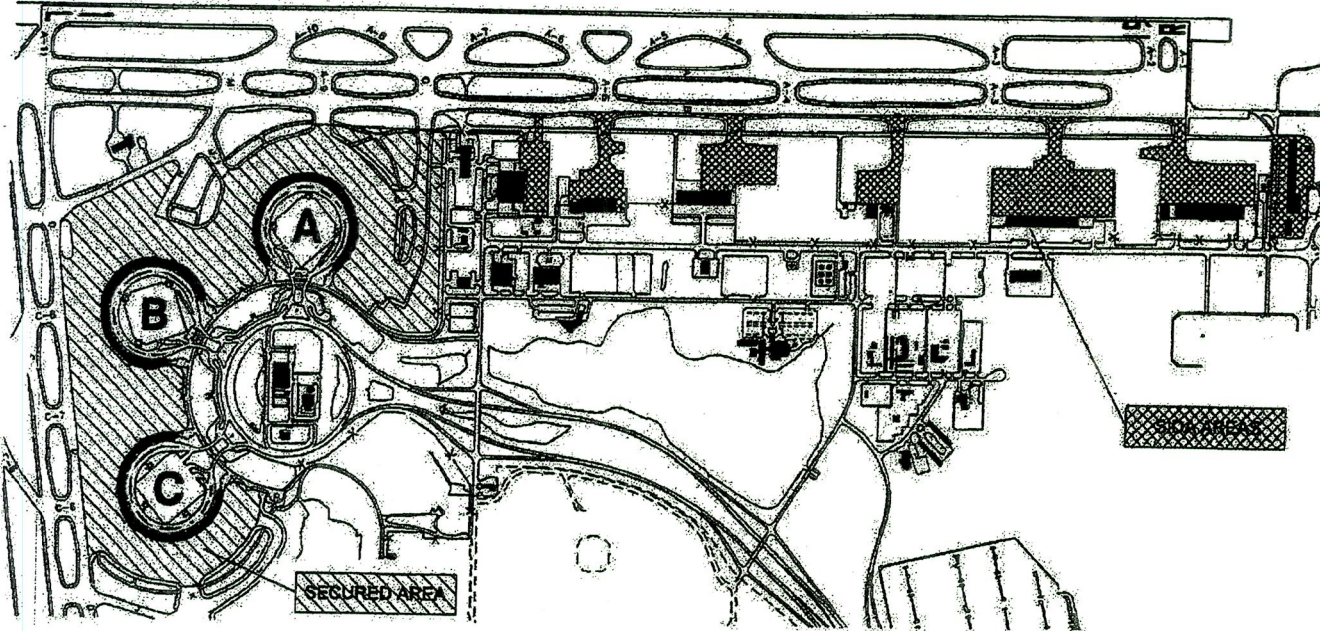
If you have any questions when completing a KCI Airport ID / Proximity Card Application (Attachment 10), please contact Robin McDaniel-Beck, ID Office Supervisor at 243-5105 or via e-mail at: Robin_McDaniel-Beck@kcmo.org.

**CERTIFICATE
FOR
REASSIGNED OR TEMPORARILY ASSIGNED
AIRCRAFT OPERATOR & TENANT EMPLOYEES
Kansas City International Airport (MCI)**

_____, successfully completed the Secured Area/SIDA training curriculum approved by the TSA, in accordance with TSR Part 1542.213 at _____ Airport. This can be verified by the attached document showing proof of training or by calling the following:

Training Received From: _____

Telephone Number: _____



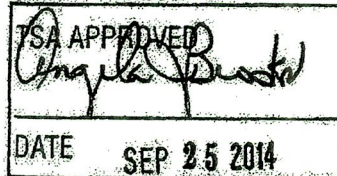
Secured Area – The boundaries of the Secured Area at MCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to the terminal buildings, and extend out to where the active taxiways begin. The Secured Area includes a small portion of taxiways and access roads adjacent to vehicle gates 1 and 2. The Secured Area also includes all areas beyond the access points on the passenger service level with access to the ramp and includes all baggage make-up areas.

SIDA – The SIDA at MCI has the same boundaries as the Secured Area. It also includes the ramp areas of the United States Postal Service, cargo facilities, FBO, and Aviation Field Maintenance located north of the terminal buildings.

FOR LAW ENFORCEMENT PERSONNEL (LEP) ASSISTANCE IN SECURITY MATTERS CALL 243-4000.

Signature: _____

Date: _____



Rev. 8/18/14

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TENANT & CONTRACTOR LETTER OF AGREEMENT

FOR

MCI AIRPORT IDENTIFICATION / ACCESS BADGES

This agreement is between the airport tenant and the primary contractor. The primary contractor understands that the identification / access badges must be returned to the Airport Identification Office (Airport ID Office) the next working day upon completion of the contract or prior to badge expiration. A deposit of \$100.00 per badge is required. The deposit will be returned upon completion of contract and after all badges have been returned. There will be a \$100.00 deduction from said deposit for each unreturned badge. At which time, any deposits made by a subcontractor will be reimbursed to the primary contractor. All badges must be renewed prior to the expiration date.

The construction contracts for the Engineering Division (Kansas City Aviation Department) will have final payments withheld in lieu of badge deposits. Upon completion of contract, a charge of \$100.00 for each unreturned badge will be deducted from the final payment.

The primary contractor also understands that when anyone with an identification / access badge is terminated for any reason, they must immediately notify the Airport ID Office at 243-5211 or 5105 (during normal business hours) or the Airport Police at 243-4000. The badge for this individual will be returned to the Airport ID Office the next working day. The numbers above should also be called when a badge is lost or stolen.

Tenant / KCAD _____

Contractor Name _____

Printed Name _____

Printed Name _____

Authorized Signature _____

Signature _____

Title _____

Title _____

Telephone Number _____

Telephone Number _____

Date _____

Date _____

Project # _____

Expected Completion Date _____

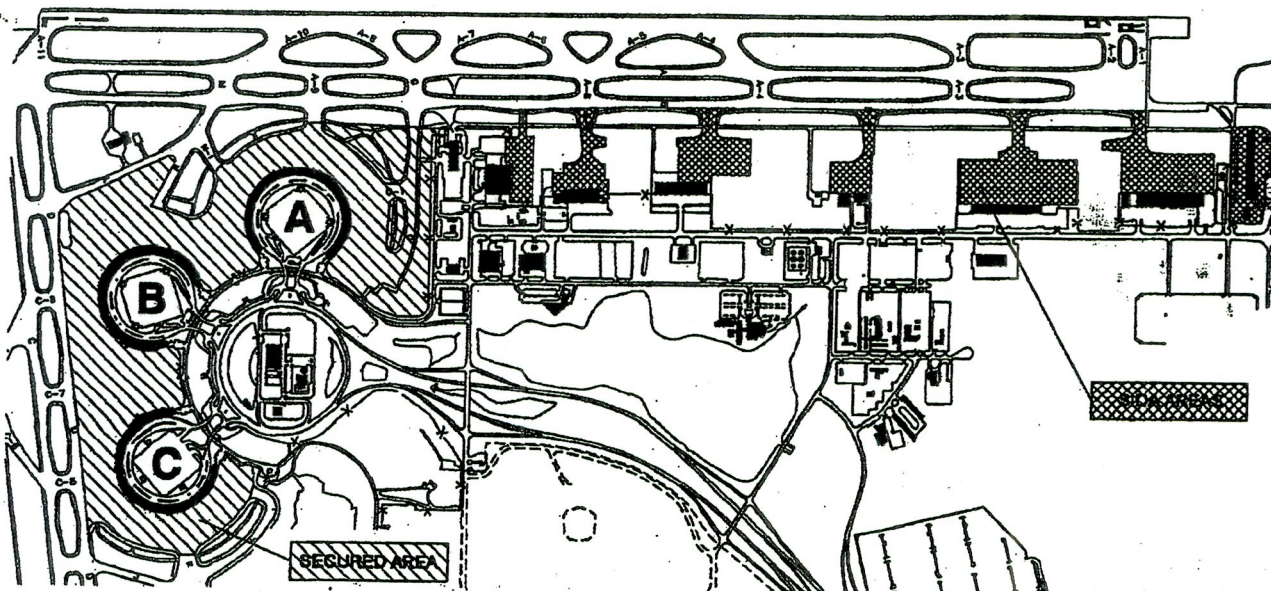
Rev. 8/18/14

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Attachment 13

TSA APPROVED <i>Angela B...</i>	
DATE	SEP 25 2014

Secured Area/SIDA Boundaries
Kansas City International Airport (MCI)



Secured Area – The boundaries of the Secured Area at MCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to terminal buildings, and extend out to where the active taxiways begin. The Secured Area includes a small portion of taxiways and access roads adjacent to vehicle gates 1 and 2. The Secured Area also includes all areas beyond the access points on the passenger service level with access to the ramp and includes all baggage make-up areas.

SIDA – The SIDA at MCI has the same boundaries as the Secured Area. It also includes the ramp areas of the United States Postal Service, cargo facilities, FBO, and Aviation Field Maintenance located north of the terminal buildings.

Display – All persons within the Secured Area or SIDA of MCI shall display on their person, at all times while in the area, a valid identification badge issued or approved by MCI. Individuals in the Secured Area or SIDA 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.

Escort Procedures – Persons who do not have unescorted access and have a need to enter the Secured Area, must be under "positive" escort by a person who has a valid authorized identification/access badge for the Secured Area. "Positive" escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) are unresponsive to the verbal challenge, the ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up.

No person may be escorted onto the Secured Area or SIDA who has been granted unescorted access authority and does not have their badge in their possession.



Rev. 7/13/2006

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ATTACHMENT 14

KCAD VEHICLE INSPECTION AND SAFETY PROGRAM

Purpose

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

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

AOA locations exempt from this program include:

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

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

Motorcycles are prohibited, with the exception of law enforcement.

Types of Permits

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

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

- **Permanent**

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



- **Temporary**

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



Vehicle Requirements

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

- **Identification**

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

- **Special Lighting**

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

- **Required Vehicle Safety Equipment**

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

- **Insurance**

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

Signatory Airlines

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

Non-signatory airlines and all other tenants and contractors

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

Acquiring a Permit

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

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

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

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

Failure to Maintain Minimum Lighting and Safety Equipment

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

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

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



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

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

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

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

Audit Program

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

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

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

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



City of Kansas City, Missouri
Aviation Department

COMPUTER-AIDED DESIGN/DRAFTING (CADD) STANDARDS

Last Revision: Mar. 21, 2017

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 and plotted either 24" x 36" or 30" x 42". 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 Map 3D Version 2015 and Revit 2016. **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.**
- 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.



City of Kansas City, Missouri Aviation Department

II. Software

- CADD Software - AutoCAD or Map3D 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.
- 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.
- 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.



City of Kansas City, Missouri Aviation Department

- 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 16

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.

ATTACHMENT 17
EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 23rd day of October, 2017, before me appeared Julie Wellner, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:


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

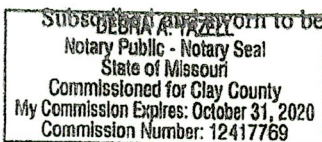
I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

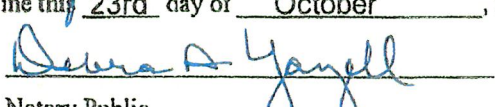
I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security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

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

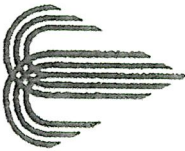
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature



Subscribed and sworn to before me this 23rd day of October, 2017.

Notary Public

My Commission expires: October 31, 2020



ATTACHMENT 18 SUBCONTRACTORS LIST

Project Number: 62170486

Project Title: Airport Facilities Development

Contractor Wellner Architects, Inc.

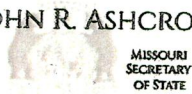
Date October 23, 2017

Firm, Address, Contact	Phone, FAX and e-mail	Scope of Work (i.e Supplier, Consulting Firm, Electrical)
Burns & McDonnell, 9400 Ward Parkway, Kansas City, MO 64114 Contact: Wendy Hageman	Ph 816-333-9400 Fx 816-333-3690 Whageman@burnsmcd.com	Airport Planning & Analysis, Airport Ops Financial Analysis, Cost Estimating, ALP Updating, Airside Civil, MEP, Special Systems, Security Consulting, IT
SK Design Group, Inc., 4600 College Blvd, Ste 100, Overland Park, KS 66211 Contact: Sassan Mahobian	Ph 913-451-1818 Fx 913-451-7599 sassan@skdg.com	Civil, Landside Street
Leigh & O'Kane, LLC, 9201 Ward Parkway, Ste 301, Kansas City, MO 64114 Contact: Cheri Leigh	Ph 816-444-3144 Fx 816-444-9655 CLEIGH@leok.com	Structural
TSi Engineering, Inc., 8248 NW 101st Terr, #5, Kansas City, MO 64153 Contact: Brian Robben	Ph 816-599-7965 Brobber@TSigeotech.com	Geotech, Testing, Special Inspections
FSC, Inc., 9225 Indian Creek Pkwy, Ste 300, Overland Park, KS 66210 Contact: Hosu Doshi	Ph 913-722-3473 Fx 913-722-3484 hdoshi@fsc-inc.com	Life Safety, Fire Protection
Walter P Moore, 920 Main St., 10th Floor, Kansas City, MO 64105 Contact: David Ford	Ph 816-701-2118 dford@wallermore.com	Roofing, Building Envelopes
Taliaferro & Browne, Inc., 1020 E. 8th St., Kansas City, MO 64106 Contact: Leonard Graham	Ph 816-283-3456 Fx 816-283-0810 lgraham@tb-engr.com	Surveying

Subcontractors List

I:\PDKC\62170486 - AFD\Design\Agreement\Attachment 18 Subcontractors List 050113.doc

JOHN R. ASHCROFT



MISSOURI ONLINE BUSINESS FILING

Online Help

Gen. Business - For Profit Details as of 10/25/2017

[Business Entity Fees & Forms](#)[Business Entity FAQ](#)[Business Entity Home Page](#)[Business Entity Online Filing](#)[Business Outreach Office](#)[Business Entity Contact Us](#)[UCC Online Filing](#)[Secretary of State Home Page](#)

Required Field

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

RETURN TO
SEARCH RESULTS

Select filing from the list.
Filing Type Acceptance of a General Business to a Non Pr

FILE
ONLINE

ORDER COPIES/
CERTIFICATES

General Information	Filings	Address	Contact(s)
Name(s) <u>WELLNER ARCHITECTS, INC.</u>		<u>Address</u> 802 Broadway, 4th Floor Kansas City, MO 64105	
Type <u>Gen. Business - For Profit</u>		Charter No. 00381490	
Domesticity <u>Domestic</u>			
Registered Agent <u>NATIONAL REGISTERED AGENTS, INC.</u> 120 SOUTH CENTRAL AVENUE CLAYTON, MO 63105		Status <u>Good Standing</u>	
Duration <u>Perpetual</u>		Date Formed <u>5/26/1993</u>	
Renewal Month <u>January</u>			
Report Due <u>4/30/2019</u>			

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.



HRD Contractor Utilization Plan Approval

Date: 10/25/17
To: Shirley Huddleston, Human Relations Department
From: Kevin D. Wells, Aviation Department
Subject: Project No.62170486 – Airport Facilities Development

Funding:	<input checked="" type="checkbox"/> City (MBE/WBE)	<input type="checkbox"/> Federal (DBE) ¹	<input type="checkbox"/> State (DBE) ¹	<input type="checkbox"/> Tenant MBE/WBE	<input type="checkbox"/> Tenant DBE ¹
	<input type="checkbox"/> Other:	<input type="checkbox"/> Grant #			
Contract	<input type="checkbox"/> Construction	<input type="checkbox"/> General Service	<input type="checkbox"/> Facility Repair	<input type="checkbox"/> Lease	
Category:	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services	<input type="checkbox"/> Concession	<input type="checkbox"/> Tenant	
Bid/Proposal Closing Date: 06/30/17			No. of Bidders/Proposers:		
Recommended Bid/Proposal ² : \$600,000.00					
Company: Wellner Architects			Address: 802 Broadway, 4 th Fl. KCMO 64105		
Contact: Julie Wellner			Phone: 816-221-0017		
Contact Email: jwellner@wellner.com			Fax:		
Additional Information:					
This is an indefinite delivery/indefinite quantity contract. No tasks have been assigned.					

cc: Joel Taylor, Project Manager
Jade Liska, Acting Deputy Director

FOR HUMAN RELATIONS DEPARTMENT USE ONLY	
The attached Contractor Utilization Plan is:	
<input checked="" type="checkbox"/> Approved	The Request for Best Faith Efforts Waiver is:
<input type="checkbox"/> Disapproved	<input type="checkbox"/> Approved
	<input type="checkbox"/> Disapproved
	<input type="checkbox"/> Not Applicable
Contractor Utilization Plan Participation: 15 % MBE 10 % WBE	
Human Relations Department	Date 10/26/2017

FOR GRANTING AGENCY USE ONLY ³	<input type="checkbox"/> N/A
Approved by:	
	Date

¹ DBE Programs apply to specific federal or state grant requirements.

² The dollar figure here should match the approved Bid/Proposal recommendation on file with the requesting department.

³ Federal and state grant agreements may require granting agency approval of contract goals.

ORDINANCE NO. 170863

Authorizing a \$600,000.00 contract with Wellner Architects for the Airport Facilities Development at KCI and CBW Downtown Airports; authorizing a maximum expenditure of \$660,000.00; and recognizing this ordinance as having an accelerated effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute a contract with Wellner Architects for design professional services for Project No. 62170486 – Airport Facilities Development for \$600,000.00. A copy of the contract is on file in the Aviation Department.

Section 2. That the Director of Aviation is hereby authorized to amend and increase this contract by a contingency not to exceed \$60,000.00.


Section 3. That the sum of \$660,000.00 has been previously appropriated to Account No. 18-8300-627270-B.

Section 4. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement is recognized as an ordinance with an accelerated effective date as provided by Section 503 (a)(3)(D) of the City Charter and shall take effect in accordance with Section 503 of the City Charter.

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.


Randall J. Landes
Director of Finance

Approved as to form and legality:


Dorothy L. Campbell
Assistant City Attorney



Authenticated as Passed


Sly James, Mayor


Marilyn Sanders, City Clerk
NOV 02 2017

Date Passed



ENCUMBRANCE FORM
Kansas City, Missouri
Aviation Department

DOC ID P0# 6200010572

LINE NO.	FUND	DEPT/ORG	ACCT	PROJECT NO.	APPR. UNIT	ACTIVITY	AMOUNT	INCREASE/ DECREASE
01	8300	627270	611060	62170486	B	Plan	600,000.00	I
02	8300	627270	611065	62170486	B	Plan	60,000.00	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							\$ 660,000.00	

EXPLANATION:

To encumber the city's maximum obligation under an agreement with Wellner Architects for Project No.62170486 - Airport Facilities Development at Kansas City International Airport and Charles B. Wheeler Downtown Airport.

Ordinance No. 170863

Effective Date: 11/02/17

Vendor #0000003059

\$600,000.00 - Contract

\$ 60,000.00 - Contingency

\$660,000.00 - Total

Prepared By:

Date

Kevin D. Wells

11/13/17

Approved By Leslie Turner

Date

11/14/17

Approved By Acting Deputy Director - P&E

Date

Jade Liska

11/14/2017