

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 62190509 – DESIGN AIRPORT DEVELOPMENT KCI
KANSAS CITY INTERNATIONAL AIRPORT
FAA Airport Improvement Program (AIP) Grant No. 3-29-0040-77
AVIATION DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HNTB Corporation (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. 62190509 – Design Airport Development KCI

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

- A. See **Attachment 1 - Scope of Services.**
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment 1**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is a lump sum of \$3,578,721.55.

1. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment.
 1. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
 1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
 3. No request for payment will be processed unless it is accompanied by a copy of the most recent Audit Report submitted to the City's Human Relations Department through the B2GNow on-line reporting system.

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

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

Design Professional:
HNTB Corporation
Lynette Mellett
715 Kirk Dr. KCMO, 64105
Phone: (816)-527-2412
E-mail address: lmellett@hntb.com

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

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

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

Sec. 8 Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment 2**, incorporated into this Agreement.

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

- Attachment 1 - Scope of Services
- Attachment 2 - City licensed Geographical Information System Data
- Attachment 3 - Certificate That Contractor Is Not Excluded From State or Federal Projects
- Attachment 4 - FAA Supplementary Contract Provisions
- Attachment 5 - Federal HRD - DBE Program Instructions
- Attachment 6 - Affidavit of Intended Utilization
- Attachment 7 - Contractor Utilization Plan/Request for Waiver
- Attachment 8 - Letter of Intent to Subcontract
- Attachment 9 - Timetable for M/WBE Utilization
- Attachment 10 - Request for Modification/Substitution
- Attachment 11 - Contractor Affidavit for Final Payment
- Attachment 12- Subcontractor Affidavit for Final Payment
- Attachment 13 - Certificate of Insurance
- Attachment 14- Authorization To Release Revenue Clearance Letter
- Attachment 15 - Airport Security Control Procedures
- Attachment 16 - MCI Vehicle Inspection and Safety Program
- Attachment 17 - Computer-Aided Design/Drafting (CADD) Standards
- Attachment 18 - Electronic Format Requirements
- Attachment 19- Employee Eligibility Verification Affidavit
- Attachment 20 - 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. Disadvantaged Business Enterprise – 49 CFR Part 26: The Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. In accordance with 49 CFR Part 26.45, the City has established a

contract goal of zero percent (0%) participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The Design Professional shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal. If Design Professional fails to achieve the DBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the DBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified DBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified DBEs, no credit will be given for the portion of participation that was not approved by the Aviation Department's Human Relations Manager, unless the Manager determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the DBE participation stated in the Contractor Utilization Plan, as amended and approved by the Manager, is not met.

Sec. 12. 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: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Pat Klein

Title: Director of Aviation

Approved as to form:

Assistant City Attorney

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

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 provisions(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_118522_1678150.shtml. For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

ATTACHMENT 1

SCOPE OF SERVICES

Description – This scope of services is for design services of the Rehabilitation of Runway 1L-19R for the Design Airport Development KCI project. The Design Professional shall perform the following:

1. Project Management	\$424,169.69
a. Perform internal contract administration and monthly workplan updates.	
b. Coordinate work of subconsultants for geotechnical investigation, pavement design, field survey, airfield electrical design, FAA NAVAIDs, and storm drainage design. Coordination will include bi-weekly project team meetings	
c. Coordinate project with the KCAD and conduct monthly project update meetings	
d. Coordinate project with the FAA and develop cold weather discretionary lookback application on behalf of MCI in FY 2021 and 2022	
e. Coordinate project with additional stakeholders (Airport Operations, Airport Maintenance, FAA ATC, etc.)	
2. Study Phase	\$317,506.69
a. Develop airport fleet mix and determine critical design aircraft from the KCAD's and FAA's operations databases for a 2023 base year and 20-year design life. Design will incorporate up to three (3) iterations of revisions based on stakeholder's review and comment	
b. Evaluate locations of exit taxiways based on FAA ASDE-X data	
c. Update airfield simulation model to analyze exit taxiway locations with new terminal apron connectors	
d. Coordinate with the KCAD, FAA ATC, Operations, and Airlines to refine exit locations based on stakeholder input	
e. Develop exit taxiway horizontal geometry for alternative alignments	
f. Develop ROM/ budget alternatives for the reconstruction/ reconfiguration of exit taxiways and analyze feasibility of including into project based on costs and future impacts to runway operations	
g. Develop airfield geometry study report of alternatives evaluated, findings, and preferred alternative for exit taxiways	
3. Design Phase	\$2,645,758.31
a. Conduct project kickoff meeting with stakeholders (FAA, KCAD)	
<i>Field Investigation</i>	
a. Coordinate the necessary airfield closures with the KCAD, FAA ATC and Operations	
b. Perform LiDAR/ conventional survey of Runway 1L-19R, exit taxiways and Taxiway A (west of centerline)	
c. Perform storm structure inspections with camera imaging to include:	
i. Eight (8) 54-60" Diameter CMP below Runway 1L-19R totaling 3,600 LF	
d. Perform additional geotechnical investigation to include:	
i. Petrographic analysis of 12 Runway 1L-19R pavement cores previously retrieved during initial pavement evaluation study	
ii. 3 Runway 1L-19R pavement cores along with 3 soil borings to be conducted to determine underlying properties and subgrade treatment recommendations	

iii. Laboratory tests will include:

- a. Visual descriptions by color and texture of each sample
- b. Natural moisture content of fine-grained samples
- c. Unit weight of selected cohesive samples
- d. Modified Proctor
- e. California Bearing Ratio (CBR)

e. Provide subconsultant escorting throughout field investigation

30% Submittal

- a. Review Record Drawings and 2017 Pavement Management Report for As-Built Pavement Sections
- b. Review and process topographic survey and surface
- c. Perform survey field check
- d. Develop Geotechnical Investigation and Petrographic Analysis findings to be an appendix to the engineer's report
- e. Develop Pavement Design Report and Life Cycle Cost Analysis (LCCA) to be an appendix to the engineer's report. Pavement sections to be evaluated include:
 - i. Full-Depth Concrete Reconstruction
 - ii. Full-Depth Asphalt Reconstruction
 - iii. Full-Depth Concrete Reconstruction with Rubblized Subbase
- f. Develop technical memorandum of deep storm infrastructure investigation and rehabilitation alternatives to be an appendix to the engineer's report
- g. Replacement of FAA NAVAID equipment within the pavement reconstruction limits of the project and includes the following design and coordination:
 - i. Obtain FAA record drawings for affected facilities
 - ii. Evaluate existing approach light plan and system cabling/ ground for compliance with applicable FAA standards.
 - iii. Replace Runway 1L MALS and Runway 19R ALSF-2 within runway blast pad limits
 - iv. Identify possible modifications to draft Reimbursable Agreement as required
 - v. Coordinate with ADO for MCI for potential FAA program for new/ relocated equipment
 - vi. Coordinate with local FAA Tech Ops for affected systems and with FAA flight Procedures Office to secure flight check and publication dates
- h. Develop preliminary base files for pavement limits, demolition, drainage, marking, and airfield lighting.
- i. Prepare preliminary project plans: cover, general notes, airport site plan, safety and phasing plans, boring and coring/ survey control plan, typical sections, demolition plans, proposed pavement plan, grading/ drainage plan, marking plan, airfield electrical and FAA NAVAID plans.
- j. Coordinate design with optimal high-speed exit locations
- k. Develop project phasing alternatives and durations to review with stakeholders
- l. Prepare 30% quantities and cost estimate/ budget with proposed funding division of work
- m. Submit 30% documents to FAA and the KCAD

- i. Preliminary Project Plans
- ii. Engineer's Report
- iii. Quantities/ cost estimate with proposed funding division of work

60% Submittal

- a. Conduct 30% design review meeting
- b. Address 30% submittal comments
- c. Review potential utility conflicts and coordinate with stakeholders and providers
- d. Refine preliminary design and develop 60% design level
- e. Develop base files for underdrain system, deep storm system/ rehabilitation, erosion control, and model of proposed surface/ alignments.
- f. Prepare 60% project plans (in addition to 30% plans): erosion control plans, profile plans, joint layout plans, cross sections, and associated details
- g. Coordinate design with optimal high speed exit locations
- h. Refine project phasing alternatives and durations to review with stakeholders
- i. Prepare 60% quantities and cost estimate/ budget with proposed funding division of work
- j. Submit 60% documents to FAA and the KCAD
 - i. 60% Project Plans
 - ii. Engineer's Report
 - iii. Quantities/ cost estimate with proposed funding division of work

90% Submittal

- a. Conduct 60% design review meeting
- b. Address 60% submittal comments
- c. Refine base files and plans outlined in 30% and 60% submittals
- d. Coordinate design with optimal high-speed exit locations
- e. Prepare City Front End Documents
- f. Prepare Technical Specifications in accordance with the current FAA standards
- g. Develop Construction Safety and Phasing Plan (CSPP)
- h. Develop and Submit FAA 7460 OE/AAA analysis
- i. Develop and Submit FAA Form 5100 – Airport Pavement Design
- j. Submit construction modification to standards
- k. Refine project phasing alternatives and durations to review with stakeholders
- l. Prepare 60% quantities and cost estimate/ budget with proposed funding division of work
- m. Submit 90% documents to FAA and the KCAD
 - i. Project Plans
 - ii. City Front End and Technical Specifications
 - iii. Engineer's Report
 - iv. Quantities/ cost estimate with proposed funding division of work
 - v. Construction Safety and Phasing Plan (CSPP)

Issued for Bid Submittal

- a. Conduct 90% design review meeting
- b. Address 90% submittal comments

c. Update deliverables for Issued for Bid submittal	
d. Submit IFB documents to FAA and the KCAD	
i. Project Plans	
ii. City Front End and Technical Specifications	
iii. Engineer's Report	
iv. Quantities/ cost estimate with proposed funding division of work	
v. Construction Safety and Phasing Plan (CSPP)	
vi. KCAD base file updates (Part 139, SMGCS)	
4. Bidding Phase	\$191,286.87
a. Assist the KCAD with advertisement	
b. Attend pre-bid meeting	
c. Respond to Contractor questions	
d. Prepare two (2) bidding addenda as necessary	
e. Attend Bid Opening	
f. Evaluate bid and prepare bid tabulation	
g. Submit Recommendation of Award to the KCAD	
h. Assist in the coordination of FAA provisions for FY 2021 and 2020 Grant delineation	
i. Prepare and Submit Issued for Construction Plans/ Specifications	

Deliverables – The following is a list of submittals that will be delivered to the KCAD for Rehabilitate Runway 1L-19R:

1. Airfield Geometry Study Report – four (4) hard copies of each and electronic files
2. FAA 7460-1 OE/AAA – electronic submission to FAA
3. Construction modifications to standards – electronic submission to FAA
4. FAA Form 5100 – Airport Pavement Design – electronic submission to FAA
5. 30% preliminary project plans, design report, and cost estimate/ budget – four (4) hard copies of each and electronic files
6. 60% project plans, design report, and cost estimate/ budget – four (4) hard copies of each and electronic files
7. 90% plans, specifications, design report, CSPP, and cost estimate/ budget – four (4) hard copies of each and electronic files
8. Issued for Bid plans, specifications, design report, CSPP, and cost estimate/ budget – four (4) hard copies of each and electronic files
9. KCAD Base file updates (Part 139, SMGCS) – electronic files
10. Issued for Construction plans and specifications – four (4) hard copies of each and electronic files
11. Recommendation of Award – electronic file

Assumptions – This scope of services is developed based on the following assumptions:

1. Project will be bid once with two schedules for Phase 1 (FY 2021) and Phase 2 (FY 2022) with no bid alternatives
2. Reasonable access to Runway 1L-19R and connector taxiways for field investigation work
3. Runway profile modifications will not require AGIS or approach modifications

4. Project is environmentally Categorically Excluded per FAA project initiation letter dated Nov 8, 2019
5. The Design Professional shall be entitled to rely on the accuracy and completeness of any data, documents or other materials provided by City to Design Professional.

Owner Provided Information – This scope of services is developed assuming the following are provided to HNTB from the KCAD:

1. As-built plans for Runway 1L-19R and connector taxiways
2. MCI Airport CAD base files (Airport base map, marking, signage, utility, etc.)
3. Fleet Mix Data

Exclusions – This scope of services has the following exclusions:

1. On-site construction observation services
2. Bidding documents for new high-speed exit taxiways or taxiway connectors outside of Runway 1L-19R edge of pavement
3. Upgrades to approach lighting stations beyond the blast pads and modifications for LOC, GS, RVR, PAPI sites
4. Environmental Services
5. Stormwater Pollution and Prevention Plan
6. Construction Permits

ATTACHMENT 2

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 3

CERTIFICATION THAT CONTRACTOR IS NOT EXCLUDED FROM STATE OR FEDERAL PROGRAMS

(This Certification MUST be notarized.)

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

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

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

CONTRACTOR

Name and address of CONTRACTOR

Signature

Title

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

Notary Public

My Commission expires: _____

ATTACHMENT 4
FAA SUPPLEMENTARY CONTRACT PROVISIONS

Contents

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

1. ACCESS TO RECORDS AND REPORTS

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

2. BREACH OF CONTRACT TERMS

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

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS GENERAL PROVISIONS

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

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

4. CIVIL RIGHTS – TITLE VI ASSURANCE

4.1 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

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

4.2. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

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

5. CLEAN AIR AND WATER POLLUTION CONTROL

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

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

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

6.1 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

7. DISADVANTAGED BUSINESS ENTERPRISES

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

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

8. TEXTING WHEN DRIVING

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

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

9. ENERGY CONSERVATION REQUIREMENTS

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

10. EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

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

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

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

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

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

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

12. CERTIFICATION REGARDING LOBBYING

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. RIGHTS TO INVENTIONS

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

15. SEISMIC SAFETY

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

16. TERMINATION OF CONTRACT

A. Termination for Convenience

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

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

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

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

B. Termination for Default

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

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

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

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

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

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

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

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

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

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

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

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

17. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

18. VETERAN'S PREFERENCE

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

ATTACHMENT 5
HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/ PROPOSALS

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
49 CFR Part 26

I. Aviation Dept. – DBE Program.

A. The City has adopted a Disadvantaged Business Enterprise (DBE) Program, 49 CFR Part 26 to implement the Aviation Dept.'s policy of supporting the fullest possible participation in federally assisted contracts and change orders of firms owned and controlled by minorities and women. Each project may have a DBE goal for participation. A DBE goal is a numerical objective the Aviation Dept. has set for the contract which may be awarded pursuant to these Proposal specifications. Goals are stated as a percentage of contract dollars. For example, if a DBE goal for a contract is 10% and a Proposer submits a Proposal of \$100,000, the goal for DBE participation would equal \$10,000. The specific DBE goal on this project is set forth elsewhere in the Proposal specifications.

B. By submitting a Proposal, the Proposer agrees, as a material term of the contract, to carry out the Aviation Dept.'s DBE Program by making good faith efforts to include certified DBEs in the project work to the extent of the goal listed for the project and to the fullest extent consistent with submitting the best Proposal to the City. Proposer agrees that the 49 CFR Part 26 is incorporated into this document and agrees to follow the Code of Federal Regulation (CFR).

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

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

1. Affidavit of Intended Utilization (HRD Form 13); and
2. Contractor Utilization Plan/Request for Waiver (HRD Form 8); and
3. Letter of Intent to Subcontract (HRD Form 00450.01); and
4. Timetable for MBE/WBE Utilization (HRD Form 10); and
5. Request for Modification or Substitution (HRD Form 11); and
6. Contractor Affidavit for Final Payment (Form 01290.14); and
7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives DBE credit for a Proposer's use of certified DBEs. A certified DBE firm is a firm that has been certified by an approved Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) firm. Certified DBEs are listed in Human Relations Dept.'s. (HRD) D/M/WBE Directory. Before a Proposer submits a Proposal, Proposer must secure a copy of the DBEs' certificate or consult the DBEs state DOT directory to make sure

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

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

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

- A. Contractor Utilization Plan/Request for Waiver (HRD 8): This form states a Proposer's plan to use specific certified DBEs in the performance of the contract and includes the following:
 1. The work to be performed by each DBE and the amounts each is to be paid for the work; and
 2. The name, address, and employer identification number or social security number of each DBE that will perform the work; and
 3. An automatic request for waiver in the event Bidder has not met or exceeded the DBE goal for this contract but believes that it has made good faith efforts to meet or exceed the goal and desires a waiver of the goal.
- B. Letter of Intent to Subcontract with each DBE stating that it has agreed to execute a formal agreement for the work and indicating the price agreed upon for the work.
- C. A Proposer's documentation of good faith efforts must be submitted when requested by the City.

IV. Required Monthly Reporting During Term of Contract.

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

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

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

VI. Submittal Required for Final Contract Payment.

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

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

VII. Methods for Securing Participation of DBEs.

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

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

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

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

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

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

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

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

IX. Good Faith Efforts.

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

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

B. In evaluating good faith efforts, the Director will consider whether the Proposer has performed the following, along with any other relevant factors:

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

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

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

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

X. Modification of the Contractor Utilization Plan or Substitution of a DBE.

A. After Proposal submission, a Proposer or Contractor may need to substitute a DBE or request that the amount of DBE participation listed in its Utilization Plan be modified. Proposer or Contractor must file a Request for Modification or Substitution (HRD 11). The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:

1. The Director finds that the Proposer or Contractor made and provided evidence of good faith efforts to substitute the DBE listed on the Contractor Utilization Plan with other certified DBEs for the scope of work or any other scope of work in the project;

AND

2. The Director also finds one of the following:

 - a. The listed qualified, certified DBE is non-responsive or cannot perform; or
 - b. The listed qualified, certified DBE has increased its previously quoted price to the Proposer or Contractor without a corresponding change in the scope of the work; or
 - c. The listed qualified, certified DBE has committed a material default or breach of its contract with the Contractor; or
 - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goal established for the Contract; or

- e. The listed DBE is unacceptable to the contracting department; or
- f. The listed qualified, certified DBE thereafter had its certification revoked; and
- g. The Proposer or Contractor has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

XI. Access to Documents and Records.

A. By submitting a Proposal, each Proposer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Proposer as may be necessary to ascertain compliance with the requirements of this Document and the 49 CFR part 26 within ten (10) days of the date of the written request.

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

XII. Miscellaneous.

- A. A Proposer or Contractor shall bear the burden of proof with regard to all issues on appeal.
- B. In the event of any conflict between this Document and the 49 CFR Part 26, the provisions of the 49 CFR Part 26 shall control. The terms used in this document are defined in the 49 CFR Part 26.
- C. Verbal representations are not binding on the City.

ATTACHMENT 6

AFFIDAVIT OF INTENDED UTILIZATION

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

62190509 – Design Airport Development KCI
(Department Project # / Title)

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

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

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

PROJECT GOALS: 13% DBE
BIDDER/PROPOSER PARTICIPATION: _____ % DBE

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

- a. Name of DBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____
- b. Name of DBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____
- c. Name of DBE Firm _____
Address _____
Telephone No. _____

I.R.S. No. _____
Area/Scope of work _____
Subcontract amount _____

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

4. Bidder/Proposer will identify before contract award, those DBE subcontractors with dollar amounts and scopes of work which apply to or exceed the DBE goals for the Project on the **Contractor Utilization Plan/Request for Waiver (HRD 08)**.
5. Bidder/Proposer agrees that failure to meet or exceed the DBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions.
6. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

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

Dated: _____ By: _____
(Affiant)

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

My Commission Expires: _____
Notary Public

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 62190509

Project Title: Design Airport Development KCI Aviation Department

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

COUNTY OF _____)

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

1. This Affidavit is made for the purpose of complying with the provisions of the DBE submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize DBE contractors on the project.
2. The project goals are 13% DBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

BIDDER/PROPOSER PARTICIPATION: _____ % DBE

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

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

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

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

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

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

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

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

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

DBE BREAKDOWN SHEET

DBE FIRMS:

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

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

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed DBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed DBE as calculated in the DBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an DBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved the DBE goal set for this Project, Bidder/Proposer hereby requests a waiver of the DBE goal that Bidder/Proposer has failed to achieve.
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____

Address: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

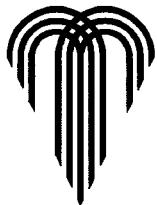
Date: _____

(Attach corporate seal if applicable)

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

My Commission Expires: _____

Notary Public

**ATTACHMENT 8****LETTER OF INTENT TO SUBCONTRACT**

Project Number: 62190509

Project Title: Design Airport Development KCI

_____ ("Prime Contractor") agrees to enter into a contractual agreement with _____ ("DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

for an estimated amount of \$ _____ or _____ % of the total estimated contract value.

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

Signature: Prime Contractor

Signature: DBE Subcontractor

Print Name

Print Name

Title

Date

Title

Date

TIMETABLE FOR DBE 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 DBE utilization in the fulfillment of this contract is correct and true
to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT (Check one only)

15 days	_____	75 days	_____	135 days	_____
30 days	_____	90 days	_____	150 days	_____
45 days	_____	105 days	_____	165 days	_____
60 days	_____	120 days	_____	180 days	_____
Other	_____	(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 Aviation
Department in advance of the change.

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

_____ (Signature)

_____ (Position with Firm)

_____ (Date)



REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	13% DBE
Contractor Utilization Plan:	_____ % DBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.
2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

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

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

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

TO

_____ % DBE *(Fill in New % of DBE Participation requested for Contractor Utilization Plan)*

- Attach 00460 Letter of Intent to Subcontract letter for each new DBE to be added.
- Attach a copy of the most recent 00485.01 DBE Monthly Utilization Report.

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By: _____
(Authorized Representative)

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

Approved Disapproved

Aviation Department Human Relations Manager



ATTACHMENT 11

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 62190509

Project Title Design Airport Development KCI

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. 62190509 – Design Airport Development KCI.
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 (____%) Disadvantaged Business Enterprise (DBE) participation on this contract, and (b) listed herein are the names of all certified DBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of DBE Firm _____
Address _____

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

2. Name of DBE 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. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
7. If the Contract amount exceeded \$160,000.00, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

_____ Notary Public



STATE OF MISSOURI

)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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)

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 AGENT NAME AND ADDRESS	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: ABC INSURANCE COMPANY	NAIC #
INSURED CONTRACTOR NAME AND ADDRESS	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGEs **CERTIFICATE NUMBER:** **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	ADD'L INSUR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000 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 \$
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	POLICY NUMBER	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	N/A	POLICY NUMBER	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	1/1/2012	Limit; Deductible Limit; Deductible Limit; Deductible

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

Project No. _____ [Title]. Certificateholder (City) and _____ (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

CERTIFICATE HOLDER

CANCELLATION

City of Kansas City, Missouri [Department] [Address] Kansas City, MO _____ [Zip]	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

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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 15
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 her 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 Enforcement 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 49 CFR 1540.101, individuals shall be held responsible and personally accountable for all security violations described in 49 CFR 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 49 CFR 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 SIDAs in any other manner than that for which it was issued by the appropriate authority under 49 CFR 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.
- Firearms/weapons are PROHIBITED in the Secured Area, AOA, and SIDA unless authorized for official business.
- **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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**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:

<u>Printed Name:</u>	<u>Signature:</u>	<u>Title:</u>	<u>Telephone:</u>	<u>E-Mail:</u>
<hr/>				

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

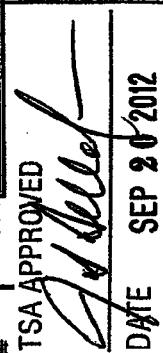
Keymark # _____ Date _____

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

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 _____

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Attachment 4

Revised September 2012

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 _____

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.

Date _____

Authorized Signature _____

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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: _____ Date of Birth: _____
(9 digits) (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 # _____ I-94 Arrival / Departure Form # _____
(9 digits) (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.) _____
(Please refer to Attachment 10 Handout - NCIC 2-Character Abbreviations for complete listing.)

(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: Feb 2018**

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
	AOA, Secured Area, SIDA (Unescorted access to Secured Area and AOA.)	Blue
	AOA, Secured Area, SIDA, Sterile Area (Unescorted access to Secured Area, AOA, & Sterile Area.)	Blue Sterile
	AOA, SIDA (Unescorted access to SIDA – cargo ramps, Post Office ramp, General Aviation ramp.)	Green
	Sterile Area (Unescorted access to Sterile Areas.)	Violet
	Public Areas (No access to Secured Area, SIDA, AOA, or Sterile Area.)	White
	Airport Police Staff Only (ACC, TCO'S, ID Office, Taxi, Uniguard (contract Security).)	Gray
	Secured Area, SIDA (Unescorted access to Secured Area.)	Yellow
	Secured Area, Sterile Area (Unescorted access to Secured Area and Sterile Area.)	Yellow Sterile
	Overhaul Base Only	Red

Check All That Apply	Additional Authorities
	Armed Law Enforcement (includes unescorted access in a sterile area)
	Contractor
	AOA Non-Movement Driver* (Valid Driver's License Required)
	AOA Movement Driver* (Valid Driver's License Required)
*Driver's License # _____	State: _____ Expiration: _____
	Authorized to Escort (based on operational need, job duties, history of any local security violations) "E"
	Authorized to Inspect (Concessionaires) "I"
	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**):

Verified By: _____

(Document Type) (Document Number) (Full Name)

OR

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

Verified By: _____

(Document Type) (Document Number) (Full Name)

AND

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

Verified By: _____

(Document Type) (Document Number) (Full Name)

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Attachment 10
Revised: Feb 2018

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 Intelligence and Analysis (OIA), Attention: Aviation Programs (TSA-10)/Aviation Worker Program, 601 South 12th Street, Arlington, VA 20598. 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
<input type="text"/>	<input type="text"/>	<input type="text"/>
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 5 U.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: Feb 2018

PLEASE NOTE:

All KCI Airport badged employees entering the Sterile Areas, the Secured Areas, the SIDA, and/or the AOA are subject to inspection. All Badged employees working at MCI will be enrolled into the FBI RAPBACK program.

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: _____ Date: _____
(Signature)

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: Feb 2018

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 **left-hand** corner of the Attachment 10 form. If the application is for a **contractor**, please write the employer name in the upper **left-hand** corner and on the upper **right-hand** corner 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; one number per box)
8. Fill in the COMPLETE date of birth. (MMDDYYYY; one number per box)
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 (as listed on page 1 of 4). 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. Authorized to Escort

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 Sunday through Saturday from 12:00p.m. to 8:00p.m. Their telephone number is 816-243-3676.

19. Identity and Work Authorization

Original identity and work authorization documents must be presented at the ID Office for inspection, authentication, and copying.

20. The ID Office Trusted Agents will 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.

21. 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.

22. 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.

23. 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).

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

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

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

27. 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.

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

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.

**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 March 2018

**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 left-hand corner of the Attachment 10 form. If the application is for a contractor, please write the employer name in the upper left-hand corner and on the upper right-hand corner 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 the badge 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; one number per box)
8. Fill in the COMPLETE date of birth. (MMDDYYYY; one number per box)
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.
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 Sunday through Saturday from 12:00p.m. to 8:00p.m.
19. OLN (Operator's License Number), State issued, and Expiration date need to be completed for all employees who are receiving NON-MOVEMENT or MOVEMENT AREA airfield driving privileges.

Identity and Work Authorization

Original identity and work authorization documents must be presented at the ID Office for inspection, authentication, and copying.

20. The Identity and Work Authorization box **DOES** need to be completed for **Renewals, Lost, or Damaged Badges, Name Changes and/or Additional Categories requested.**
21. 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.
22. 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.
23. 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.
24. 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).
25. The employee needs to read the "Privacy Act Notice" on page 3, PRINT FULL NAME, SIGN, and DATE the application.
26. The line indicating, "As an authorized signatory for my employer..." should be completed with THE SIGNATORY'S COMPANY NAME.
27. The authorized signatory should PRINT FULL NAME, SIGN and DATE the application.
28. 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.
29. Page 4 is for Airport ID Office use only.

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Robin.McDaniel-Beck@kcmo.org.

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A

**Documents that Establish Both
Identity and Employment
Authorization**

OR

LIST B

**Documents that Establish
Identity**

AND

LIST C

**Documents that Establish
Employment Authorization**

<p>1. U.S. Passport or U.S. Passport Card</p> <p>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</p> <p>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</p> <p>4. Employment Authorization Document that contains a photograph (Form I-766)</p> <p>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</p> <p>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</p>	<p>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</p> <p>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</p> <p>3. School ID card with a photograph</p> <p>4. Voter's registration card</p> <p>5. U.S. Military card or draft record</p> <p>6. Military dependent's ID card</p> <p>7. U.S. Coast Guard Merchant Mariner Card</p> <p>8. Native American tribal document</p> <p>9. Driver's license issued by a Canadian government authority</p> <p style="text-align: center;">For persons under age 18 who are unable to present a document listed above:</p> <p>10. School record or report card</p> <p>11. Clinic, doctor, or hospital record</p> <p>12. Day-care or nursery school record</p>	<p>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</p> <p>2. Certification of Birth Abroad issued by the Department of State (Form FS-545)</p> <p>3. Certification of Report of Birth issued by the Department of State (Form DS-1350)</p> <p>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</p> <p>5. Native American tribal document</p> <p>6. U.S. Citizen ID Card (Form I-197)</p> <p>7. Identification Card for Use of Resident Citizen in the United States (Form I-179)</p> <p>8. Employment authorization document issued by the Department of Homeland Security</p>
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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 (formally 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 & Hercegovinia	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	Moldavia
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	Eritrea	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

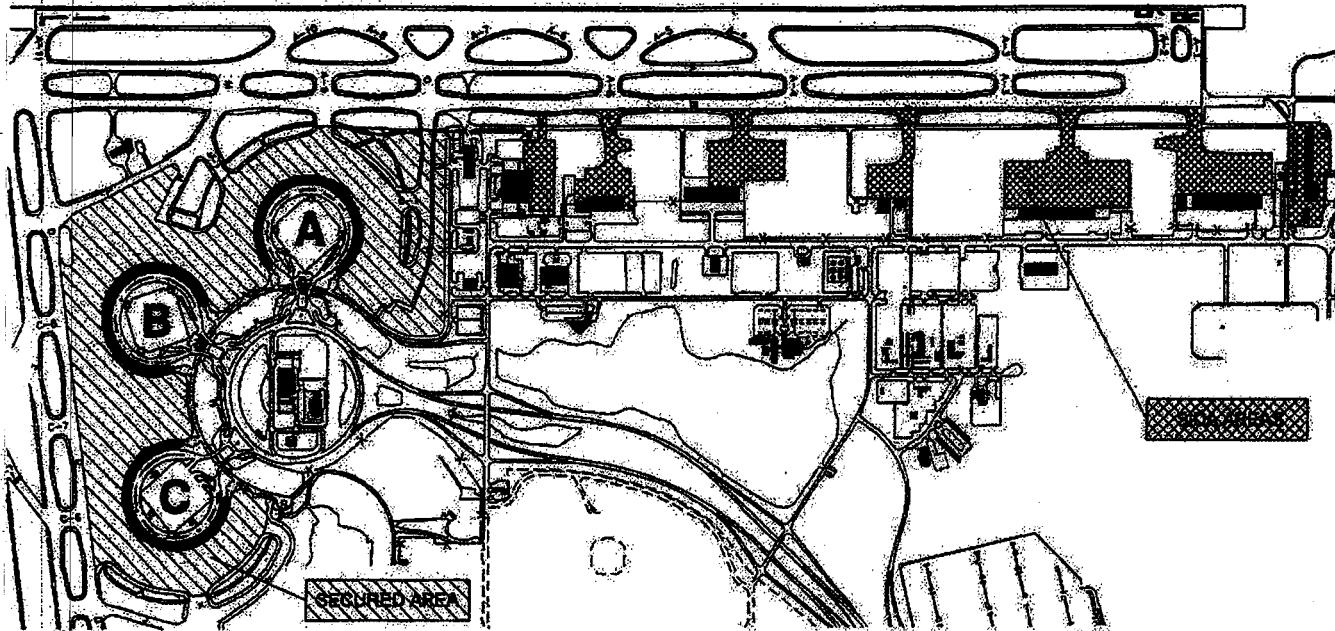
Code: Description:	Code: Description:	Code: Description:	Code: Description:
AG Aguascalientes	DO Durango	NL Nuevo Leon	TB Tabasco
BA Baja California	GR Guerrero	OA Oaxaca	TL Tlaxcala
BJ Baja California Sur	GU Guanajuato	PB Puebla	VC Veracruz
CE Campeche	HL Hidalgo	QR Quintana Roo	YU Yucatan
CH Chihuahua	JL Jalisco	QU Queretaro	ZA Zacatecas
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	

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

I _____ 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: _____



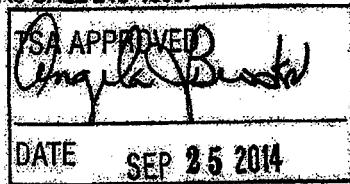
Secured Area – The boundaries of the Secured Area at MCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to the terminal buildings, and extend out to where the active taxiways begin. The Secured Area includes a small portion of taxiways and access roads adjacent 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: _____



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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. This 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 _____

Printed Name _____

Authorized Signature _____

Title _____

Telephone Number _____

Date _____

Contractor Name _____

Printed Name _____

Signature _____

Title _____

Telephone Number _____

Date _____

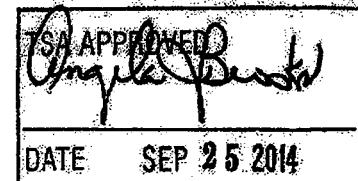
Project # _____

Expected Completion Date _____

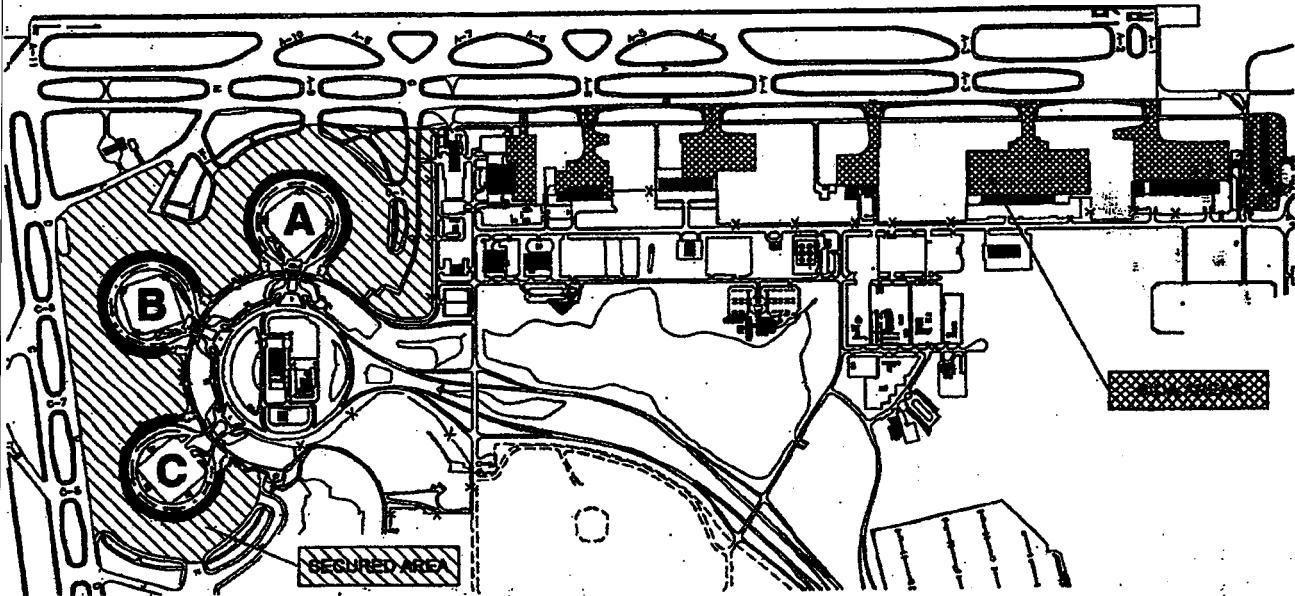
Rev. 8/18/14

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Attachment 13



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



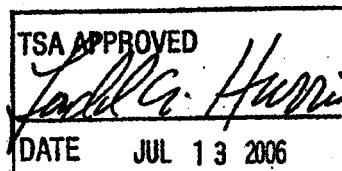
Secured Area – The boundaries of the Secured Area at MCI include all the pavement areas between the terminals, aircraft operator ramps adjacent to terminal buildings, and extend out to where the active taxiways begin. The Secured Area includes a small portion of taxiways and access roads adjacent to 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

"SENSITIVE SECURITY INFORMATION FOR OFFICIAL USE ONLY WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR Part 1520. No part of this document may be released to persons without a need to know, as defined in 49 CFR 1520, except with the written permission of the Administrator of the Transportation Security Administration, Arlington, VA. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public release is governed by 5 U.S.C.552."

ATTACHMENT 16
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 $1/10^{\text{th}}$ of peak intensity, or between 4 and 40 candelas (effective).
- Lights must flash at 75 ± 15 flashes per minute.
- The amber/yellow lens shall not be damaged or cracked to allow white light to pass through. All emergency vehicles are exempt from the color of the lens.

- **Required Vehicle Safety Equipment**

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

- **Insurance**

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

Signatory Airlines

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

Non-signatory airlines and all other tenants and contractors

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

Acquiring a Permit

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

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

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

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

Failure to Maintain Minimum Lighting and Safety Equipment

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

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

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



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

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

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

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

Audit Program

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

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

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

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



COMPUTER-AIDED DESIGN/DRAFTING (CADD) STANDARDS

Last Revision: Aug. 21, 2018

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 a labeled CD or USB Flash Drive with Aviation Project Number 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, 1of 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 18
EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, 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 _____ (title) of _____ (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 _____ day of _____, 20____.

Notary Public

My Commission expires:

Employee Eligibility Verification Affidavit 040209
I:\PD\KCI\62190509 Design Airport Development KC\Design\Agreement\Attachment 18 Employee Eligibility Verification Affidavit
040209.doc

Contract Central
Aviation Department – 1/6/20
Attachment 18 - 1

ATTACHMENT 19

ELECTRONIC FORMAT REQUIREMENTS

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

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

1. Electronic Format Requirements and Naming Conventions

Drawings/plans

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

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

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

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

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

2. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

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

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

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

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

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

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

A. GENERAL:

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

B. SECTION HEADINGS:

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

C. PARAGRAPH HEADINGS:

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

D. PARAGRAPH TEXT:

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

E. PARAGRAPH NUMBERING AND FOOTERS:

Multilevel numbering following the MasterSpec numbering convention.

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

4. CONTRACT ORIGINALS – PROCESSING AND APPROVAL

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

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

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

5. CONTRACT PROCESSING SCHEDULES

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

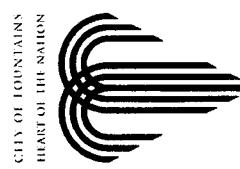
6. PREPARING AND ISSUING ADDENDA

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

7. PRE-BID/PRE-CONSTRUCTION CONFERENCE

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

If you have any questions regarding these instructions, please contact Kevin Wells, Contract Administrator, at (816) 243-3055.



SUBCONTRACTOR LIST

CITIES OF MOUNTAINS

Project Number

Contractor

Project Title

Date _____