



Kansas City

414 E. 12th Street
Kansas City, MO
64106

Legislation Text

File #: 230002

ORDINANCE NO. 230002

Appropriating \$1,656,317.00 from the Unappropriated Fund Balance of the Aviation Fund; and authorizing a \$5,039,534.00 contract with U.S. Engineering Service for operations and maintenance service of mechanical and plumbing systems in the single terminal facility at Kansas City International Airport.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the Aviation Department is hereby authorized to execute Contract #6222030037 in the amount of \$5,039,534.00 with U.S. Engineering Service for operations and maintenance service of mechanical and plumbing systems in the single terminal facility at Kansas City International Airport. The expenditure of funds for the second and third years are subject to appropriation of funds. A copy of the contract is on file with the City Clerk's Office.

Section 2. That the amount of \$1,656,317.00 is appropriated from the Unappropriated Fund Balance of the Aviation Fund to the following account:

23-8300-622354-616040	Bldgs & Other Structural Repair	\$1,656,317.00
-----------------------	---------------------------------	----------------

Section 3. That the Director of the Aviation Department is authorized to expend an amount not to exceed \$5,039,534.00 to satisfy the costs of the contract without further Council approval, subject to the appropriation of funds.

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

File #: 230002

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.



Tammy L. Queen
Director of Finance

Approved as to form:



Charlotte Ferns
Senior Associate City Attorney



Authenticated as Passed


Quinton L. Taylor

Marilyn Sanders, City Clerk

JAN 26 2023
Date Passed

**FACILITY REPAIR AND MAINTENANCE CONTRACT
CITY OF KANSAS CITY, MISSOURI - AVIATION DEPARTMENT**

CONTRACT NO: 6222080037

DESCRIPTION: Operations and maintenance service of mechanical and plumbing systems in the single terminal facility at Kansas City International Airport.

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and U.S. Engineering Service ("Contractor").
City and Contractor agree as follows:

**PART I
SPECIAL TERMS AND CONDITIONS**

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract. This Contract shall begin on January 3, 2023 and shall end no later than February 28 2026. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract shall not exceed five million thirty nine thousand five hundred thirty four dollars (\$5,039,534) as follows:
- | | | |
|--|--|--------------|
| Year 1..... | January 3, 2023 – February 29, 2024..... | \$1,619,254✓ |
| Year 2..... | March 1, 2024 – February 28, 2025..... | \$1,650,350 |
| (optional) Year 3 | March 1, 2025 – February 28, 2026..... | \$1,732,867 |
| (optional) 3-year Performance and Maintenance Payment Bond | | \$37,063 |
- Contractor shall provide all work at the prices contained in **Attachment A - Scope of Service**, that is incorporated by reference as if fully set out herein.
- B. Contractor will bill the City monthly in a form acceptable to the City.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 4. Notices. All notices required by this agreement shall be in writing sent to the following:

If to the CITY:

City of Kansas City, Missouri
Aviation Department
Pat Klein, Director
601 Brasilia Avenue
Kansas City, MO 64153
816-243-3000
pat.klein@kcmo.org

If to the CONTRACTOR:

U.S. Engineering Service
Clay Daniels, President
3433 Roanoke Road
Kansas City, MO 64111
816-753-6969
clay.daniels@usengineering.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 business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; Part II, Standard Terms and Conditions; and Part III, Supplemental Terms for All Airport Agreements. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

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

Sec. 8. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Contract, Contractor agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in City's Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment B**. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor

shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract. Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. Contractor shall furnish a Performance and Maintenance Payment Bond, to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto, including those terms under which Contractor agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of worker required to perform under this Contract; guaranteeing the payment of all obligations as provided in Section 107.170 RSMo.; and guaranteeing the services and work against faulty workmanship and faulty materials.

- A. All Bonds and Insurance required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the Jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of A-, V, or better.
- B. These Bonds shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 11. Subcontracting.

- A. Contractor shall perform with its own organization services amounting to not less than seventy-five percent (75%) of the total Contract Price. "Its own organization" shall be construed to include only workers employed and paid by the Contractor and equipment owned or rented by the Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Contractor.
- B. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- C. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

- D. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.
- E. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage. For any work which is a "major repair" to the City's property under applicable law, Contractor shall pay Prevailing Wage. A "major repair" is work that is done to restore a facility to such a condition that it may be effectively utilized for its designated purpose. A major repair is done by overhaul or replacement of major constituent parts that have deteriorated. If the size, type or extent of the existing facilities is changed or increased, the work performed shall constitute a "major change" or construction subject to Prevailing Wage requirements. This does not include the recurrent, day-to-day, periodic or scheduled work required to preserve or immediately restore a facility to such a condition that it can be effectively used for its designated purpose by repair but not replacement, and the size, type or extent of the existing facility is not changed.

If a "major repair" is authorized by City, at its sole discretion, the parties will amend this agreement by Change Order, Amendment or as may be otherwise appropriate to include applicable requirements including but not limited to Prevailing Wage and Payment Bonds.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A - Scope of Service (090822)

Attachment B - Civil Rights & Equal Opportunity (CREO)

00450 Contractor Utilization Plan and Request for Waiver (101222)

00450.01 Letter of Intent to Subcontract (101222)

Attachment C - Bonds

00610 Performance and Maintenance Bond

00616 Performance Bond

Attachment D - Exemption Certificates

00560.00 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment E - 00620 Insurance Certificate

Attachment F - 00630 Revenue Clearance Release Authorization

Attachment G - 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

- ☐ Missouri Corporation
☐ Foreign Corporation
☐ Fictitious Name Registration
☐ Sole Proprietor
☐ Limited Liability Company
☐ Partnership
☐ Joint Adventure (Joint Venture)
☒ Other (Specify): LLC

CONTRACTOR

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

By: Richard Jones Jr.

Title: Vice President, MW Operations

Date: 2/8/2023
(Affix Corporate Seal)

Approved as to form:

Charlotte Fenn 3/9/2023
Assistant City Attorney (date)

KANSAS CITY, MISSOURI

DocuSigned by:

Pat Klein

By: Pat Klein
418A072FAF85409...

Director of Aviation

2/8/2023

Date: _____

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.

by Chris M. Kops 3-23-2023
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. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents.
 - 3. **City** means City and its agents, officials, officers and employees.
- B. Contractor'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 Liability insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.
- C. Contractor 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 Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.
- D. 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. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 3. Insurance. Lessee shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Lessee must have:

- A. **Commercial General Liability Insurance Policy:** 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:
 - 1. Severability of Interests Coverage applying to Additional Insureds
 - 2. Contractual Liability
 - 3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - 4. No Contractual Liability Limitation Endorsement
 - 5. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
- B. **Workers' Compensation Insurance and Employers Liability Policies** as required by Missouri law.
- C. **Commercial Automobile Liability Insurance Policy:** with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Lessee.

- D. If this Contract is for professional services, Lessee shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- E. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to Infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- F. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to Infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - 1. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
 - 2. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
 - a. All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for Lessee's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
 - b. The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Lessee shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
 - c. All insurance policies must be provided by Insurance 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 provide insurance in Missouri.
 - d. Regardless of any approval by CITY, Lessee shall maintain the required insurance coverage in force at all times during the term of this Contract. Lessee's failure to

maintain the required insurance coverage will not relieve Lessee of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event Lessee fails to maintain the required insurance coverage in effect, CITY may declare Lessee in default.

- 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. 4 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 Contractor: (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. 5. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

- A. City may, at any time upon forty five (45) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor 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 Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.
- C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any 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 Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 7. Resolution of Claims

- A. For purposes of this Section 7 only, the following terms shall have the meanings listed:
 - 1. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of the Contract.
 - 2. City's Representative--Person or agency designated to act for the Director.
- B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.
- C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) days after the parties agree that they cannot resolve the Claim.

- D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.
- E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.
- F. Absent fraud, gross mistake or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.
- G. All administrative procedures set forth in this contract must first be exhausted before suit is filed.
- H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of the mediation, including the mediator's fees, shall be shared equally among the parties.
- I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that were not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sec. 8. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 9. 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 other term, covenant or condition. No term, covenant, or condition of this Contract 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 Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 11. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract 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. 12. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract 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. 13. Records.

- A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, 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. Contractor shall maintain and retain all Records 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 Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; In executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- A. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- B. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two calendar years.
- C. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- D. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

Sec. 15. Tax Compliance. Contractor 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 contract or any contract renewal when the total contract amount exceeds \$150,000.00.

Sec. 16. Assignability or Subcontracting.

- A. **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor 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 contractor from subcontracting as otherwise provided for herein.
- B. **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor'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 Contractor of any of its responsibilities under the Contract, and Contractor 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 Contractor, 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. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, 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 Contractor in this Contract.

Sec. 18. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 19. Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 20. Employee Eligibility Verification. If this contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor 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). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Contractor shall submit the affidavit and attachments to the City prior to execution of the contract, or at any point during the term of the contract if requested by the City.

Sec. 21. Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 22. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, by executing this Contract, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

PART III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS (122722)

GENERAL CIVIL RIGHTS PROVISIONS.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

TITLE VI SOLICITATION NOTICE.

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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 nondiscrimination statutes and authorities (hereinafter referred to as the "Nondiscrimination Acts and Authorities"); including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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, subrecipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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 Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on November 18, 2022 Page 22 take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation

Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **For persons with Limited English Proficiency (LEP),** please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY.

The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts and Authorities. In the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

ACCOMMODATIONS.

Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons. Contractor shall insert this requirement in any agreement, contract or other document by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein. Non-compliance with this provision shall constitute a material breach

thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

RESTRICTED AREAS/SAFETY.

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

RESERVATIONS.

The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference. The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard. There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

ADDITIONAL FEDERAL REQUIREMENTS.

This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements. This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency. Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification

or alteration of any present or future building or structure situated on the premises. The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor. Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of contractor.

RIGHT TO AMEND.

In the event that the Federal Aviation Administration, its successors, or other agency of the United States government with regulatory authority over the airport requires modifications or changes to this agreement or its underlying agreements as a condition precedent to the granting of funds for the improvement of the airport, or otherwise, the parties agree to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

DUTIES AND OBLIGATIONS NOT LIMITED.

The duties and obligations imposed by this Lease 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.

SCOPE OF WORK LIMITED.

This contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

The Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT.

The Contractor acknowledges that, this Contract and all resulting subcontracts incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

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

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 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

TEXTING WHILE 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 Federal Aviation Administration 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 subgrant. In support of this initiative, the City 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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].



ATTACHMENT A - SCOPE OF SERVICE (011823)

CONTRACT TERM - U.S. Engineering is proposing a Lump Sum Contract for our scope of work based on the following time periods:

YEAR 1: 2/3/2023 to 2/28/2024

YEAR 2: 3/1/2024 to 2/28/2025

YEAR 3: 3/1/2025 to 2/28/2026 (OPTIONAL)

SCOPE OF WORK - It is the intent of this scope of work for U.S. Engineering to provide enough capable and qualified teammates to enable the Company to Operate and Maintain the Mechanical and Plumbing Equipment Installed in the new terminal by U.S. Engineering and outlined in the attached Equipment List (which may be referred to hereafter as, "mechanical and plumbing equipment"). And to do so properly, safely, and at optimal efficiency.

- Provide all labor, material, and equipment necessary for the operation and maintenance of the mechanical and plumbing equipment as Identified in the attached Equipment Summary.
- Responsible for Identifying and executing proper maintenance and operating procedures, intervals and parameters of all equipment and systems in the scope of work based on manufacturer's requirements, recommendations, industry standards, and best practices ensuring the lowest total cost of ownership with efficient, reliable operations.
- Responsible for developing, implementing, and executing a planned maintenance plan for each piece of equipment covered in the scope of work. The plan shall be developed by using the manufacturer's maintenance and operating manuals and/or by accepted industry practices.
- Responsible for assisting with initial set-up of IBM MAXIMO to include providing subject matter expertise to provide maintenance schedules for each piece of equipment in this scope of work. U.S. Engineering will work with a KCAD CMMS specialist to provide the knowledge so KCAD can enter the information into MAXIMO in accordance with KCAD 9 KCAD Maintenance Agreement U.S. Engineering Service BUILD. SOLVE. EVOLVE.™ Section 3 Scope of Work standards. We have a Service Foreman who will be dedicated to ensuring KCAD has the right information to enter into MAXIMO. Foreman will be dedicated for a duration of 2 months (344 hours). MAXIMO database entry to be complete by 3/1/2023.
- U.S. Engineering will have a staff of (4) permanent party personnel to support Operations & Maintenance of the equipment in this scope of work. Normal working hours will be as follows:
 - USE Service Foreman: Monday – Friday 7:00 AM - 4:30 PM
 - Maintenance Technician (1st shift): Monday – Friday 6:00 AM – 2:30 PM
 - Journeyman Technician (1st shift): Monday – Friday 7:00 AM – 3:30 PM
 - Maintenance Technician (2nd shift): Monday – Friday 4:00 PM – 12:30 AM
 - Plumbing Technician (1st shift): As needed to complete scope of work
 - 18.5 hours site coverage M-F
- 24/7/365 presence is not included and will be provided by KCAD. 24/7/365 monitoring of equipment is not included and will be provided by the Building Automation Controls Contractor.
- Mechanical Equipment is identified in the attached Equipment List.
- Plumbing Equipment is identified in the attached Equipment List.
- Chemical Treatment, Electrical Equipment and Systems (to include Heat Trace), Building Automated Controls, Fire Alarm and Public Address Controls, Fire Sprinkler Systems, and other Life Safety Systems is not Included in this proposal.
- Provide support of City Management and Labor employees in the development of a Transition Plan for City Management and Labor employees to perform operations and maintenance of the mechanical and plumbing equipment. This Transition Plan discussions will occur within the first six

to twelve months of the contract, include consideration of manufacturer training and preservation of the existing warranty requirements.

STAFFING PLAN - U.S. Engineering has provided staffing with the appropriate skillsets to execute our scope of work in accordance with Key Performance Indicators and anticipated windows to properly operate and maintain all equipment under this scope of work.

Key Personnel are as follows:

- Account Manager
- Service Foreman
- Maintenance Team
 - » Service Maintenance Journeyman
 - » Preventative Maintenance Tradesmen x 2
 - » US Engineering Technicians

Account Manager: The Account Manager will be the initial point of contact for KCAD to establish the contract in place and will be ultimately responsible for client interface for scheduled meetings in support of U.S. Engineering's Service Foreman.

Service Foreman: The Service Foreman will be the on-site representative of U.S. Engineering and will be involved in day-to-day client interface. The Service Foreman will be highly technical and understand the System and Equipment operations under this scope of work. The Service Foreman will be responsible for management and coordination of the maintenance team, vendors, and will be the conduit of information between KCAD, other Contractors, and proper operations and maintenance of the systems and equipment under this scope of work. The Service Foreman will be responsible for providing the subject matter expertise for equipment taskings and proper maintenance scheduling for KCAD to input into MAXIMO. The Service Foreman will work with KCAD Maintenance Supervisors to ensure Work Orders are disseminated to U.S. Engineering's Maintenance Team members. The Service Foreman will be overall responsible for execution of our work on site.

Maintenance Team: The U.S. Engineering Maintenance team will consist of a permanent party of a Service Maintenance Journeyman and (2) Preventative Maintenance Tradesmen. Additional maintenance hours identified on the U.S. Engineering equipment scope did not warrant another permanent party staff member so will be supplemented by the deep bench of U.S. Engineering Technicians. This will allow for a leaner on-site staff to perform the majority of the work. The U.S. Engineering union Maintenance team will Provide continual, on-the-job training for City employees, both Management and Labor employees, on the use, operations, and maintenance of the mechanical and plumbing equipment through job shadowing of contract maintenance activities.

There are no individuals on staff to accommodate repair work associated with U.S. Engineering's scope of work. All repair work will be priced separately or will be conducted on Time & Material for this scope of work. Should it be identified that repairs, later in the contract cycle, warrant an on-site technician to respond to emergencies, we will enter into a discussion with KCAD to come up with the most cost-efficient solution.

Emergency Response: While staff is on-site during the normal workday (6:00AM to 12:30PM - Monday thru Friday, not including Holidays), response time to emergencies (normally identified through the Building Automation Controls Contractor) will be within 30 minutes. Outside of those hours, U.S.

Engineering's 24/7/365 offsite team will be provided. U.S. Engineering will respond to the emergency request within 1 hour and be onsite at your facility within 2 hours barring extreme circumstances outside of our control. Emergency calls outside of normal business hours are not included in this proposal and will be conducted on Time & Material.

CLARIFICATIONS

- All warranty work associated with U.S. Engineering installed equipment and systems will be handled with U.S. Engineering Construction directly and is excluded from this proposal.
- Necessary trade and business licenses, certifications, and training is included in this proposal.
- Basic Information Technology (cell phones, laptop computers, and other office related items) is included. We have not included any software costs, contract and licensing costs, and hardware costs associated with IBM MAXIMO. All MAXIMO hardware and software shall be provided by KCAD.
- Administrative Labor to input asset data and manage the IBM MAXIMO system is not included.
- Overall management of the CUP and supporting contractor teams is not included. U.S. Engineering's Service Foreman will provide subject matter expertise and will ensure U.S. Engineering equipment is operating and maintained efficiently.
- We have not included any costs in our proposal for office space or trailers that may be necessary. We are assuming the new terminal has space for our maintenance team members to have planned breaks, store tools and materials, and work from.
- We have included costs for anticipated rentals to perform maintenance work based on our experience for ONLY U.S. Engineering maintained equipment.
- We are assuming that KCAD will be responsible for emission logs and reporting requirements for state and city jurisdictions. These costs are not included.
- We are assuming mechanisms are in place for waste management including but not limited to disposal of used oil, old filters, light bulbs, batteries, etc... These costs are not included.
- Attic stock items and critical spare parts are not included. We have included costs for all supplies and materials to perform proper maintenance for our scope of work.
- We are assuming access requirements for personnel after undergoing security processes with KCAD and TSA such as badging, access keys, etc... will be provided by KCAD.
- We are assuming we will have access to our equipment during normal business hours (6:00AM to 12:30AM, Monday – Friday). We have included some overtime costs for specific equipment that may need to be maintained during off-shift hours.
- We have not included any costs should this contract be canceled prior to end of term. U.S. Engineering reserves the right to transparently account for de-mobilization costs and work with KCAD to account for and bill for these costs.

EXCLUSIONS

- Site Presence to include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day is Excluded.
- All Permits and Environmental Fees are Excluded.
- MBE / WBE participation is Excluded.
- Performance and payment bond is not included, unless required by the city. Should the city require a performance and payment bond, there will be additional cost to this proposal.

EQUIPMENT SUMMARY

Equipment Description	Equipment Tag	Qty	Operating Inspections	Comprehensive Inspections
Elevator Sump Pump	ESP-AN1,ESP-AS1,ESP-BN1,ESP-BS1,ESP-CC1,ESP-HH1	19	5	1
Escalator Sump Pump	ESP-AS1-3,ESP-HH1-1,ESP-HH1-4,ESP-HH1-5,ESP-HH1-6,ESP-HH1-7	4	5	1
Domestic Booster Pump	BP-1	1	11	1
Expansion Tank	ET 1-4	4	0	1
Recirculation Pump	RP-AN1-11,RP-AS1-2-5,RP-BN1-2-2,RP-BS1-2-3	36	0	2
Electric Water Heater	WH-AN1-2-6,WH-AS1-2-5,WH-BN1-2-2,WHBS1-2-6	37	0	2
Instantaneous Electric Water Heater	WH-AN2-6,WH-BN1-7,WHBS1-1,WH-BS1-9	4	0	2
Air Curtain	AC 1-20	20	0	2
Air Handling Unit	AHU 1-10Z	31	3	1
Fan Coil Unit	BCU 1-6B, CRAC 1A, 1B, 2A, 2B CRAC LAN, CRAC	10	0	3
Computer Room Unit	SLAN	6	3	1
Cabinet Unit Heater	CUH1.1,1.2,1.3,CUH3,CUH 6.1	5	0	2
Exhaust Fan	EF 1-19	19	2	1
Energy Recovery Ventilator	ERV 1-10.2	14	8	4
Outdoor Intake Fan	F 1, F2, TF 1-16,	19	2	1
Fan Coil Unit	FCU 1-28,FCU IDF1-12, FCU LAN, FCU SLAN, FCU TSA, FCU TSA 2	59	2	1
Heat/Cool Fan Coil Unit	FCU 7-16	11	2	1
Automatic Flow Limiting Valve	FCV 1-74	140	0	1
Fan Powered VAV Boxes	FPB 1.2.2-8.2.21	34	2	2
Infrared Heater	HTCP CW-1, HTCP TS-1	2	0	2
Circulator Pump	P 1-22	22	0	2
Roof Hood	RH1	1	0	2
Reheat Coil	RHC 001, RHC 002, RHC 003	3	0	2
Trench Heater	TH 1-62	62	0	2
Unit Heater	UH 1-62	62	0	2
Electric Unit Heater	UHE 1-8	8	0	2
VAV Boxes- Hydronic Heat	VAV 1.1.1-10.1.35	376	0	1
Variable Frequency Drives	VFD 1.1.A-HWP 4	162	0	2
Air & Dirt Separator	AS 1, AS 2	2	0	2
Electric Boiler	B 1-4	4	11	1
Automatic Air Vents	N/A	4	0	1
Water Cooled Chiller	CH 1-4	4	11	1
Water Cooled Heat Pump Chiller	HPCH1	1	11	1
Chiller Eddy Current Tube Analysis	N/A	5	Condenser Only	Every 3 years + Baseline (2)
Chiller Oil Analysis	N/A	5	-	Annually
Chiller Vibration Analysis	N/A	5	-	Annually
Cooling Tower	CT 1-4	4	4	2
Condenser Water Pumps	CWP 1-4	4	4	2
Closed Loop Expansion Tank	ET 1, ET 2	2	0	1

Equipment Description	Equipment Tag	Qty	Operating Inspections	Comprehensive Inspections
Chilled Water Pumps	CHP 1-4	4	4	2
CUP Refrigerant Monitor	N/A	1	0	2
CUP Condenser Strainer	N/A	4	3	1
Heating Water Pumps	HWP 1-4	4	4	2
Heat Pump Chiller Pumps	HPCHP 1, HPCWP 1	2	4	2
Chemical Pot Feeder/Filter	N/A	2	0	2
Cooling Tower Separator System	TS 1, TS 2	2	0	2
Natural Gas Plug Valves	N/A	57	0	1
Backflow Device	N/A	38	0	1
Pressure Reducing Valves	N/A	3	0	1
Refrigerated Drinking Station	N/A	25	6	6

PRICING BREAKOUT

U.S. Engineering will provide onsite labor to work with Kansas City Aviation Department MAXIMO professional to properly set up maintenance tasks associated with listed equipment.

Year 1: 1/3/2023 to 2/28/2024 \$1,619,254

- 5% Allowance for T&M Repairs
- Service Foreman onsite 1/3/2023
- Maintenance Team onsite 3/1/2023

Year 2: 3/1/2024 to 2/28/2025 \$1,650,350

- 5% Allowance for T&M Repairs
- Year 2 of Contract

Year 3: 3/1/2025 to 2/28/2026 (OPTIONAL) \$1,732,867

- 5% Allowance for T&M Repairs
- Year 3 of Contract

* U.S. Engineering has included an annual increase of 5% based on historical labor and materials inflation. U.S. Engineering reserves the right to transparently adjust this % based on actual inflation calculations beginning Year 2 of the Contract.

A 5% Allowance for T&M Repairs is included in this proposal.

All Repair work will be executed at our Preferred Contract Rates as indicated below:

Straight Time: \$138.75
 Weeknight Overtime: \$182.75
 Weekend Overtime: \$215.75

Preferred Contract Time and Material rates are in effect through March 31, 2023. After which time we reserve the right to raise these rates due to inflation, increased operating cost, or other expenses.

ATTACHMENT B – CIVIL RIGHTS & EQUAL OPPORTUNITY (CREO)

00450 Contractor Utilization Plan and Request for Waiver (101222)

00450.01 Letter of Intent to Subcontract (101222)

ATTACHMENT C - BONDS

**00610 Performance and Maintenance Bond
00616 Performance Bond**

ATTACHMENT D - EXEMPTION CERTIFICATES

00560 Missouri Project Exemption Certificate
00560.01 Kansas City Missouri Tax Exempt Certificate

ATTACHMENT E - 00620 INSURANCE CERTIFICATE

ATTACHMENT F - 00630 REVENUE CLEARANCE RELEASE AUTHORIZATION

ATTACHMENT G - 00515.01 EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

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

U.S. ENGINEERING SERVICE, LLC
3433 ROANOKE RD
KANSAS CITY MO 64111-3728

Letter Id: L0855442176
Date: 21-Dec-2022
Taxpayer Id: **-***8957



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that U.S. ENGINEERING SERVICE, LLC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

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

Marl Ruck
Commissioner of Revenue

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Jackson)

On this 20th day of December, 2022, before me appeared Janelle Grantz, 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 HR Director (title) of U.S. Engineering (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.

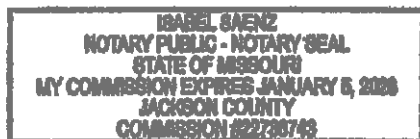
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 20th day of December, 2022


Notary Public

My Commission expires: 1-5-2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2023

12/15/2022

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 have **ADDITIONAL INSURED** provisions or 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 Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kctsu@lockton.com

CONTACT
NAME:
PHONE
(A/C No. Ext):
E-MAIL
ADDRESS:

FAX
(A/C No.):

INSURED 1354733 U.S. ENGINEERING SERVICE LLC
3433 ROANOKE ROAD
KANSAS CITY MO 64111

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Phoenix Insurance Company A++ 25623

INSURER B: Travelers Property Casualty Company of America A++ 25674

INSURER C: The Travelers Indemnity Company of America A++ 25666

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 19199203

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	N	VTNCO-2793C407-PHX-22	7/31/2022	7/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	VTJCAP-2793C419-TTL-22	7/31/2022	7/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coil Deds. \$ 2,000
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	N	N	EX-18959837-22-NF	7/31/2022	7/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	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 N	N/A	UB-28657612-22-25-K	7/31/2022	7/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: CONTRACT #6222080037 OPERATIONS & MAINTENANCE SERVICE OF MECHANICAL & PLUMBING SYSTEMS SINGLE TERMINAL FACILITY AT KCI AIRPORT. THE CITY OF KANSAS CITY MISSOURI AND ITS AGENCIES, AGENTS, OFFICIALS, OFFICERS, AND EMPLOYEES, WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

SURETY VERIFIED

DocuSigned by:

Sherrin Gaiser

CERTIFICATE HOLDER

19199203
CITY OF KANSAS CITY, MISSOURI
AVIATION DEPT
601 BRASILIA AVE
KANSAS CITY MO 64153

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Amello



Company ID Number: 1397074

Approved by:

Employer U. S. Engineering Service, LLC	
Name (Please Type or Print) James E Tonty	Title
Signature Electronically Signed	Date 04/01/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/05/2019

**Company ID Number: 1397074****Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	U. S. Engineering Service, LLC
Company Facility Address	3433 Roanoke Rd Kansas City, MO 64111
Company Alternate Address	3433 Roanoke Rd Kansas City, MO 64111
County or Parish	JACKSON
Employer Identification Number	364898957
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2



Company ID Number: 1397074

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

COLORADO	1 site(s)
MISSOURI	1 site(s)



Company ID Number: 1397074

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

Name Janell Grantz
Phone Number (816) 751 - 9223
Fax Number
Email Address janell.grantz@usengineering.com

Name Roberta Mills
Phone Number (816) 751 - 9201
Fax Number
Email Address roberta.mills@usengineering.com

CITY OF KANSAS
DEPARTMENT OF AVIATION

Bond No. 9420480

PERFORMANCE AND MAINTENANCE BONDProject Number 6222080037Project Title Facility Repair and Maintenance for City of Kansas City, Missouri Aviation Department

KNOW ALL MEN BY THESE PRESENTS: That US Engineering Service, LLC, as PRINCIPAL (CONTRACTOR), and Fidelity and Deposit Company of Maryland, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of Three Million Two Hundred Sixty-Nine Thousand Six Hundred Four and No/100 Dollars (\$ 3,269,604.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Three Million Two Hundred Sixty-Nine Thousand Six Hundred Four Dollars and No/100 (\$3,269,604.00) which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, and including any maintenance requirements contained therein, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to, liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 22nd day of February, 2023.

RATING: A+

SURETY VERIFIED

DocuSigned by:

Sherrri Gaiser

0004E7000E90420...

CONTRACTOR

Name, address and facsimile number of Contractor

US Engineering Service, LLC3433 Roanoke RoadKansas City, MO 64111(816) 751-9241

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

By: Title: Midwest VP Operations

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056

(877) 962-2567

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A-, V, or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: 

Title: Rebecca S. Deal, Attorney-in-Fact

Date: February 22, 2023

(Attach seal and Power of Attorney)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V. Section 8. of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Debra J. SCARBOROUGH, Kellie A. MEYER, Christy M. BRAILE, Mary T. FLANIGAN, Tahltia M. FRY, Charissa D. LECUYER, Rebecca S. LEAL, C. STEPHENS GRIGGS, Lauren SCOTT, Veronica LAWVER, Hillary D. SHEPARD, Erin C. LAVIN, Patrick T. PRIBYL, Evan D. SIZEMORE, Jeffrey C. CAREY and Charles R. TETER, III, all of Kansas City, Missouri, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V. Section 8, of the By-Laws of said Companies. and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of October, A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President



By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 5th day of October A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

U.S. Engineering Service, LLC
LC001586438

was created under the laws of this State on the 11th day of April, 2018, and is active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 20th day of January, 2023.


Secretary of State



Certification Number: CERT-01202023-0002



John R. Ashcroft
Secretary of State
State of Missouri

ORDER SUMMARY

January 20, 2023

Order No: 13379554

Order Date: 01/20/2023 06:28 AM

Primary Filer: US ENGINEERING SERVICE LLC
 3433 ROANOKE RD
 KANSAS CITY MO 64111

TOTAL DUE: \$0.00

Product Description	Ship Via	Qty	Pgs	Unit	Extended	Amt Due
Certificate of Good Standing-Fee only	Email	1	0	\$10.00	\$10.00	\$0.00

Item No: ORI-01202023-0145

Convenience Fee				\$0.50	\$0.50	\$0.00
-----------------	--	--	--	--------	--------	--------

Order Total:		\$10.50	\$0.00
---------------------	--	---------	--------

Payer	Type	Method	Reference	Amount
US Engineering Service LLC	Payment	Electronic Check	20988388 / Y262402Y	\$10.00
	Payment	Convenience Fees Collected by Payment Processor		\$0.50
Total Payments:				\$10.50

Convenience fees are not assessed, collected or retained by the state.
 Any questions about your order? Please visit www.sos.mo.gov/business or call toll free (866) 223-6535.

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of February, 2023.



Mary Jean Pethick

Mary Jean Pethick, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsforclaims@zurichna.com
800-626-4577