

EXECUTED
8-10-20

DESIGN PROFESSIONAL SERVICES AGREEMENT
PROJECT NO. 62200529 – AIRFIELD AND LANDSIDE DESIGN
CHARLES B. WHEELER DOWNTOWN AIRPORT (MKC)
AVIATION DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and WSP USA Inc. (Design Professional). City and Design Professional agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose: 62200529 – Airfield and Landside Design

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

- A. See **Attachment 1** - Scope of Services.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment 17**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City's General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

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

Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$355,500.00, as follows:
 1. \$355,500.00 for the services performed by Design Professional under this Agreement.

B. Method of Payment. Design Professional shall invoice monthly for actual services performed on a percentage basis under this Agreement and all actual reasonable expenses incurred and allowed under this Agreement. Upon approving the invoice, City shall remit payment in the amount of approved actual reasonable expenses.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent Audit Report submitted to the City's Human Relations Department through the B2G on-line reporting system.

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

City: Kansas City, Missouri
Aviation Department
J. Jade Liska, Deputy Director of Aviation, Planning & Engineering
601 Brasilia Avenue
Kansas City, MO 64153
Phone: (816) 243-3045 Facsimile: (816) 243-3071
E-mail address: jade.liska@kcmo.org

Design Professional: WSP USA Inc.
Contact: Agnes Otto
Address: 300 Wyandotte St. Ste. 200 Kansas City Missouri, 64105
Phone: (816)-702-4300
E-mail address: Agnes.Otto@wsp.com

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

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

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

Sec. 8 Responsibilities of City. City shall:

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

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

- Attachment 1 - Scope of Services
- Attachment 2 - City licensed Geographical Information System Data
- Attachment 3 - Federal Supplementary Provisions
- Attachment 4 - M/WBE Program Instructions
- Attachment 5 - Affidavit of Intended Utilization
- Attachment 6 - Contractor Utilization Plan/Request for Waiver
- Attachment 7 - Letter of Intent to Subcontract
- Attachment 8 - Timetable for M/WBE Utilization
- Attachment 9 - Request for Modification/Substitution
- Attachment 10 - Contractor Affidavit for Final Payment
- Attachment 11 - Subcontractor Affidavit for Final Payment
- Attachment 12 - Certificate of Insurance
- Attachment 13 - Authorization To Release Revenue Clearance Letter
- Attachment 14 - Airport Security Control Procedures
- Attachment 15 – Not Applicable
- Attachment 16 - Computer-Aided Design/Drafting (CADD) Standards
- Attachment 17 - Electronic Format Requirements
- Attachment 18 - Employee Eligibility Verification Affidavit
- Attachment 19 - Subcontractor List

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

Sec. 11. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment 6**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will

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

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

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

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

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

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

Date: 7/1/20

By: Agnes A. Otto

Name: Agnes Otto

Title: Vice President, Sr Area Manager

Date: 7-8-2020

KANSAS CITY, MISSOURI

By: Pat Klein

Name: Pat Klein

Title: Director of Aviation

Approved as to form:

DK Gumpel

Assistant City Attorney

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

for

Sherrisa Daniels 8-10-2020

Director of Finance

Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

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

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

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional shall indemnify and hold harmless City from and against all Claims to the extent caused by the negligent acts or omissions in connection with this Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy

shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000

c. No Contractual Liability Limitation Endorsement

d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

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

Workers Compensation Statutory Employers Liability

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

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of

their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required

insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 4. Design Standards and Endorsement.

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;

2. the Clean Air Act (42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*

3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and

4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design

Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of

the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Design Professional: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 7. Compliance with Laws. Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 8. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by

Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 9. Default and Remedies. If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 12. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 13. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

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

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

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. Affirmative Action. If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

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

has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

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

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

Sec. 17. Tax Compliance. Design Professional shall provide proof of compliance with the City's tax ordinances

administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

Sec. 18. Assignability and Subcontracting.

A. Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit Design Professional from subcontracting as otherwise provided for herein.

B. Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any

subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest. Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

Sec. 20. Conflict of Interest - Certification. Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 21. Buy American Preference. It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 22. Independent Contractor. Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

Section 23. Employee Eligibility Verification. If this Contract exceeds five thousand dollars (\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection

with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm. For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

ATTACHMENT 1

SCOPE OF SERVICES

Design Professional shall perform the following tasks:

1. Task 1 – VML Electrical Upgrade
 - A. Prepare final design and bid documents for the replacement of the existing 5000 ampere main switchboard and the main busduct from the service transformer to the switchgear.
 - B. Teaming partner: FSC Inc. (MBE)
 - C. Schedule: 90 calendar days.
 - D. Lump Sum Fee: \$51,200.00, includes MBE fee of \$39,320.00 (77.07%)
2. Task 2 – Perimeter Fence
 - A. Prepare final design and bid documents for the Perimeter Fence projects. Project limits will include Phases 3, 5, 6, and 8.
 - B. Teaming Partner: TREKK Design Group (WBE)
 - C. Schedule 90 calendar days.
 - D. Lump Sum Fee: 109,100.00 includes WBE fee of \$15,123.74 (14%)
3. Task 3 – NW Richards Road Mill and Overlay
 - A. Prepare final design and bid documents for the mill and overlay of NW Richards Road, north of 490 Richards Rd to north of Admin building.
 - B. Teaming Partners: TREKK Design Group (WBE), Tsi Geotechnical, Inc. (MBE)
 - C. Schedule: 90 calendar days.
 - D. Lump Sum Fee: 103,500.00 includes MBE fee of \$14,638.63 and WBE fee \$12,737.74 (14% MBE/12% WBE)
4. Task 4 – Storm Sewer Rehabilitation 8A11 to 8A14
 - A. Prepare final design and bid documents for stormsewer replacement from structure 8A11 to Structure 8A14.
 - B. Teaming Partner: TREKK Design Group (WBE)
 - C. Schedule: 60 calendar days.
 - D. Lump Sum Fee: \$51,900.00 includes VBE fee of \$5,755.82 (11.09%)
5. Task 5 – Sinkhole evaluation/repair/mitigation
 - A. This is an on-call not-to-exceed task to evaluate and prepare the final design and bid documents for sinkhole evaluation, repair and mitigation projects as needed.
 - B. Teaming Partners: TREKK Design Group (WBE), Terracon Consultants, Inc.
 - C. Schedule to be determined.
 - D. Not to Exceed Fee: \$40,000, includes an anticipated WBE fee of \$6,000 (15%)

ATTACHMENT 2

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 3
FAA SUPPLEMENTARY CONTRACT PROVISIONS

Contents

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

1. CIVIL RIGHTS GENERAL PROVISIONS

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

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

2. CIVIL RIGHTS - TITLE VI ASSURANCES

2.1 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

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

D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

2.2. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

**HRD INSTRUCTIONS
FOR REQUESTS FOR QUALIFICATIONS/PROPOSALS**

PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

I. City's MBE/WBE Program.

- A. The City has adopted a Minority/Women Business Enterprise ("MBE/WBE") Program (Sections 4-421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each construction project may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Proposer submits a proposal of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this project are set forth elsewhere in the proposal specifications.
- B. By submitting a proposal, the Proposer agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the project work to the extent of the goals listed for the project and to the fullest extent consistent with submitting the best proposal to the City. Proposer agrees that the Program is incorporated into this document and agrees to follow the Program. Although it is not a requirement that a Proposer in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the proposal that a Proposer objectively demonstrate to the City that good faith efforts have been made to meet the Goals.
- C. The following HRD Forms are attached and must be used for MBE/WBE submittals:
1. Affidavit of Intended Utilization (HRD Form 13); and
 2. Contractor Utilization Plan/Request for Waiver (HRD Form 8A); and
 3. Letter of Intent to Subcontract (HRD Form 00450.01); and
 4. Timetable for MBE/WBE Utilization (HRD Form 10); and
 5. Request for Modification or Substitution (HRD Form 11); and
 6. Contractor Affidavit for Final Payment (Form 01290.14); and
 7. Subcontractor Affidavit for Final Payment (Form 01290.15).

Warning: The City only gives MBE/WBE credit for a Proposer's use of City certified MBE/WBEs. A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified before the date on which the contractor utilization plan is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at www.kcmo.org. Before a Proposer submits a proposal, Proposer should contact HRD and consult the directory to make sure any firm proposed for use for

MBE/WBE participation has been certified.

II. Required Submissions with Proposal.

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

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

III. Required Submissions Prior to Contract Award.

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

1. **Contractor Utilization Plan/Request for Waiver (HRD Form 8).** This form states a Proposer's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
 - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
 - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
 - c. An automatic request for waiver in the event Proposer has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. If a waiver is requested, HRD will examine the Proposer's documentation of good faith efforts and make a recommendation to grant or deny the waiver. HRD will recommend a waiver be granted only if the Proposer has made good faith efforts to obtain MBE/WBE participation.
2. **Letter(s) of Intent to Subcontract (HRD Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

IV. Additional Required Submissions when Requested by City.

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

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

V. Required Monthly Submissions during term of Contract.

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

1. **M/WBE Monthly Utilization Report (HRD Form 00485.01).** This report must be submitted to the Director by the 15th of each month. Failure to submit timely reports

may result in delays in processing of current and future contract approvals and payment applications.

VI. Required Submittals for Final Contract Payment.

- A. Proposer must submit the following documents with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
 2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

VII. Additional Submittals.

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

VIII. MBE/WBE Participation Credit.

- A. The following shall be credited towards achieving the goals:
1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
 5. One hundred percent (100%) of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 6. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for

- negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

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

- A. A Proposer is required to make good faith efforts to achieve the MBE/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Proposer actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made before the Proposer submits a Contractor Utilization Plan/Request for Waiver (HRD Form 8). However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.
- B. In evaluating good faith efforts, the Director of HRD will consider whether the Proposer has performed the following, along with any other relevant factors:
 1. 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by HRD no less than every three (3) months.
 2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by HRD no less than every three (3) months.
 3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
 4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the HRD directory.
 5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
 6. Conferred with certified MBEs and WBEs which inquired about or responded to the

bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.

7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.
9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
 - a. The bid due date;
 - b. The name of the project;
 - c. The address or general location of the project;
 - d. The location of plans and specifications for viewing;
 - e. Contact information of the prime contractor;
 - f. A general description of the scopes of work that are the subject of the solicitation;
 - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - i. The date and time of any pre-bid meeting(s), if any, which have been

scheduled by the bidder, proposer, or contractor as of the bid solicitation;
and

- j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.
- C. A Proposer will be required to give the City documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

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

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

XI. Appeals.

- A. In conformance with the Act, appeals may be made to the City Fairness in Construction Board or Fairness in Professional Services and Goods Board on the following:
 1. The grant or denial of a Request for Waiver;
 2. Substitution for an MBE/WBE listed on a Contractor Utilization Plan;
 3. Modification of the percentage of MBE/WBE participation on a Contractor Utilization Plan;
 4. Liquidated Damages;
 5. The amount of MBE/WBE credit the Contractor may receive for MBE/WBE participation identified in the contractor utilization plan.
- B. Any appeal must be filed in writing with the Director within fifteen (15) calendar days of notice of the determination. Mailing, faxing, personal delivery or posting at HRD of determinations shall constitute notice. The appeal shall state with specificity why the Proposer or Contractor believes the determination is incorrect
- C. Failure to file a timely appeal shall constitute a waiver of a Proposer's or Contractor's right to appeal such determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

XII. Access to Documents and Records.

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

XIII. Miscellaneous.

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

XIV. Liquidated Damages – MBE/WBE Program.

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be

difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.

ATTACHMENT 5

AFFIDAVIT OF INTENDED UTILIZATION

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

Project No. 62200529 – Airfield and Landside Design at DT
(Department Project No. and Title)

WSP USA Inc.
(Bidder/Proposer)

STATE OF Missouri)
COUNTY OF Jackson) ss

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

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

PROJECT GOALS: 15% MBE 10% WBE
BIDDER/PROPOSER PARTICIPATION: 15% MBE 10% WBE

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

a. Name of M/WBE Firm TSI Geotechnical, Inc.
Address 8248 NW 101 Terrace Suite 5 Kansas City, MO 64153
Telephone No. (816) 599-7965
I.R.S. No. 43-1535463
Area/Scope of work Geotechnical and Materials Testing
Subcontract amount \$14,638.63

b. Name of M/WBE Firm TREKK Design Group, LLC.
Address 1411 East 104 St Kansas City, MO 64131
Telephone No. (816) 874-4655
I.R.S. No. 43-1953275
Area/Scope of work Surveying and Civil Design
Subcontract amount \$39,617.30

c. Name of M/WBE Firm FSC, Inc.
Address 9225 Indian Creek Pkwy Suite 300 Overland Park, KS 66210
Telephone No. (913) 722-3473

I.R.S. No. 48-0893076

Area/Scope of work MEP Services

Subcontract amount \$39,320.00

(List additional MBE/WBEs, if any, on additional pages and attach to this form)

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

Vice President/Sr. Area Manager of Agnes Otto
(Title) (Name of Bidder/Proposer)

Dated: 7/7/2020 By: Agnes P. Otto
(Affiant)

Subscribed and sworn to before me this 7 day of July, 2020.

My Commission Expires: 30 April 2023 Heather Marie Gardner
Notary Public



**ATTACHMENT 6
CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**

Project Number: 62200529

Project Title: Airport and Landside Design at DT

Department: Aviation

WSP USA Inc.
(Bidder/Proposer)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

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

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

BIDDER/PROPOSER PARTICIPATION: 15% MBE 10% WBE

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

a. Name of M/WBE Firm TSi Geotechnical, Inc
Address 8248 NW 101 Terrace Suite 5 Kansas City, MO 64153
Telephone No. (816) 599-7965
I.R.S. No. 43-1535463

b. Name of M/WBE Firm TREKK Design Group, LLC
Address 1411 East 104 Street Kansas City, MO 64131
Telephone No. (816) 874-4655

I.R.S. No. 43-1953275

c. Name of M/WBE Firm FSC, Inc
Address 9225 Indian Creek Parkway Suite 300 Overland Park, KS 66210
Telephone No. (913) 722-3473
I.R.S. No. 48-0893076

d. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

e. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

f. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

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

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

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
<u>TSi Geotechnical, Inc.</u>	<u>Contractor</u>	<u>14,638.63</u>	<u>14,638.63</u>	<u>4.12</u>
<u>FSC, Inc.</u>	<u>Contractor</u>	<u>39,320.00</u>	<u>39,320.00</u>	<u>11.06</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL MBE \$ / TOTAL MBE %:		\$ <u>53,958.63</u>		<u>15.18%</u>

WBE FIRMS:

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
TREKK Design Group, LLC	Contractor	39,617.30	39,617.30	11.14
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL WBE \$ / TOTAL WBE %:		\$ 39,617.30		11.14 %

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

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

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

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

Bidder/Proposer primary contact: Agnes Otto

Address: 300 Wyandotte Street Suite 200 Kansas City, MO 64105

Facsimile number: _____

E-mail Address: Agnes.Otto@wsp.com

By: Agnes O. Otto

Title: Vice President, Sr. Area Manager

Date: _____

(Attach corporate seal if applicable)

Subscribed and sworn to before me this 1 day of July, 20 .

My Commission Expires: 04-30-2023

Heather Marie Gardner
Notary Public





ATTACHMENT 7

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62200529

Project Title: Airfield and Landside Design at DT

WSP USA Inc. ("Prime Contractor") agrees to enter into a contractual agreement with FSC, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide professional engineering services related to the replacement of the existing 5000 ampere main switchboard and the main busduct from the service transformer to this switchgear.

for an estimated amount of \$39,320.00 or 11.06 % of the total estimated contract value.

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

Agnes L. Otto
Signature: Prime Contractor

Agnes Otto
Print Name

Vice President, Sr. Area Manager 7/1/20
Title Date

Sonia
Signature: M/W/DBE Subcontractor

Sonia Garapaty
Print Name

CEO 7/1/2020
Title Date



ATTACHMENT 7

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62200529

Project Title: Airfield and Landside Design at DT

WSP USA Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TREKK Design Group, LLC ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide field survey including but not limited to establishing horizontal and vertical control, topographic survey, and develop base map

for an estimated amount of \$ 39,617.30 or 11.14 % of the total estimated contract value.

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

Agnes C. Otto
Signature: Prime Contractor

Agnes Otto
Print Name

Vice President, Sr. Area Manager 7/1/20
Title Date

Justin Likes
Signature: M/W/DBE Subcontractor

Justin Likes
Print Name

Associate Partner 7/1/20
Title Date



ATTACHMENT 7

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62200529

Project Title: Airfield and Landside Design at DT

WSP USA Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide subsurface exploration and geotechnical engineering services including but not limited to borings, sampling subgrade, laboratory testing of samples and preparation of a geotechnical report.

for an estimated amount of \$ 14,638.63 or 4.12% of the total estimated contract value.

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

Agnes C. Otto
Signature: Prime Contractor

Agnes Otto
Print Name

Vice President, Sr. Area Manager 7/1/20
Title Date

Denise B. Hervey
Signature: M/W/DBE Subcontractor

Denise B. Hervey
Print Name

CEO 7/1/2020
Title Date



ATTACHMENT 7

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62200529

Project Title: Airfield and Landside Design at DT

WSP USA Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical, Inc ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

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

Provide subsurface exploration and geotechnical engineering services including but not limited to borings, sampling subgrade, laboratory testing of samples and preparation of a geotechnical report.

for an estimated amount of \$ 14,638.63 or 4.12 % of the total estimated contract value.

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

Agnes C. Otto
Signature: Prime Contractor

Signature: M/W/DBE Subcontractor

Agnes Otto
Print Name

Print Name

Vice President, Sr. Area Manager 7/1/20
Title Date

Title Date

ATTACHMENT 8 TIMETABLE FOR MBE/WBE UTILIZATION

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

I, _____, acting in my capacity as _____
(Name) *(Position with Firm)*
of _____, with the submittal of this Timetable, certify that
(Name of Firm)
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

(Check one only)

15 days _____	75 days _____	135 days _____
30 days _____	90 days _____	150 days _____
45 days _____	105 days _____	165 days _____
60 days _____	120 days _____	180 days _____
Other _____ <i>(Specify)</i>		

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

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

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

(Signature)

(Position with Firm)

(Date)



ATTACHMENT 9 REQUEST FOR MODIFICATION OR SUBSTITUTION

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

BIDDER/PROPOSER/CONTRACTOR: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: 62200529 – Airfield and Landside Design at DT

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

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

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

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

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

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

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

TO

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____

(Bidder/Proposer/Contractor)

By:

(Authorized Representative)



ATTACHMENT 10

CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: 62200529

Project Title: Airfield and Landside Design at DT

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

1. I am the _____ of _____ who is the general
(Title) (CONTRACTOR)
CONTRACTOR for the CITY on Project No. 62200529 – Airfield and Landside Design at DT.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3. Prevailing wage does not apply; or

All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

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

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

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$160,000.00, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



ATTACHMENT 11 SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number: 62200529

Project Title: Airfield and Landside Design at DT

STATE OF MISSOURI)

) ss:

COUNTY OF _____)

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

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

Subcontract with: _____, Contractor

Work Performed: _____

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

City Certified MBE WBE DBE NA

List certifications: _____

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

Business Entity Type:

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

Subcontractor's Legal Name and Address

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

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

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

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

My Commission Expires: _____ By _____

Print Name

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2020

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-981-2485 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com	FAX (A/C, No): 212-994-7074
	INSURER(S) AFFORDING COVERAGE	
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER A: QBE Specialty Insurance Company	NAIC # 11515
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

SURETY VERIFIED

BY

COVERAGES**CERTIFICATE NUMBER:** 948433662**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N <input type="checkbox"/> N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE		QPL0022630	11/1/2019	10/31/2020	Per Claim/Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION
 RE: Project #: 202001271 - MKC Airfield & Landside On-Call. Client Project #: 62200529.

CERTIFICATE HOLDER**CANCELLATION**

City of Kansas City, Missouri - Aviation Department
 601 Brasilia Avenue
 Kansas City MO 64153

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2020

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C. No. Ext): 212-994-7100 FAX (A/C. No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM.
INSURER(S) AFFORDING COVERAGE	
INSURER A : Zurich American Insurance Company	NAIC # 16535
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 WSP USA Inc. WSPGLOB-01
 One Penn Plaza
 New York, NY 10119

COVERAGES **CERTIFICATE NUMBER: 1777672838** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO983581907	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-030	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	AUC014438604	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WA7-62D-094060-010	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Property			MCP481938407	4/1/2020	4/1/2021	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION.
 RE: Project #: 202001271 - MKC Airfield & Landside On-Call. Client Project #: 62200529.
 City of Kansas City, Missouri - Aviation Department is included as Additional Insureds as respects General Liability, Auto Liability and Umbrella Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Additional Insureds as respects General Liability, Auto Liability, Workers Compensation and Umbrella Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER **CANCELLATION**

City of Kansas City, Missouri - Aviation Department 601 Brasilia Avenue Kansas City MO 64153	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
--	---



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120

Fax: (816) 513-1264

Email: revenue@kcmo.org
kcmo.gov/kctax

WSP USA INC
2 GATEWAY CTR STE 1803
NEWARK NJ 07102-5003

Letter Id: L0272509184
Date: 21-Jul-2020
Taxpayer Id: **-***1569



TAX CLEARANCE STATUS: APPROVED

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

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

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



ATTACHMENT 14 - SECURITY CONTROL PROCEDURES
CHARLES B WHEELER DOWNTOWN AIRPORT

1. Lock and Key Procedure

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

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

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

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

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

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

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

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

2. Identification Systems

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

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

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

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

D. Responsibility

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

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

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

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

Front of Badge

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

Back of Badge

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

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

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

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

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

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

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

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

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

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

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

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

Any individual with 2 written violations will surrender the badge.

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

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

3. Access and Vehicle Parking

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

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

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

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

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

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

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

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

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

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

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

4. Communications and Coordination

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

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

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

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

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

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

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

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

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

5. Equipment and Stockpile Height

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

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

6. Excavation and Trenches

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

7. Night and Weekend Work

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

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

8. Traffic Control

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

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

9. Other Safety Requirements

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

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

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

10. General Notes

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

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

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



COMPUTER-AIDED DESIGN/DRAFTING (CADD) STANDARDS

Last Revision: Jan. 10, 2019

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

I. Submittals

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



City of Kansas City, Missouri Aviation Department

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

II. Software

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

III. Sheet Organization

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



City of Kansas City, Missouri Aviation Department

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

IV. Layer Organization

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

ATTACHMENT 17

ELECTRONIC FORMAT REQUIREMENTS

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

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

1. Electronic Format Requirements and Naming Conventions

Drawings/plans

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

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

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

030---A1-1.tif

121---M01.11.tif

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

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

2. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

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

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

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

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

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

Aviation Department Project Number	Division # - Page # [10 Font]
------------------------------------	-------------------------------

3. TECHNICAL SPECIFICATION STANDARDS

- A. GENERAL:
MARGINS, Top - 1", Bottom - 1", Right - 1", Left - 1". TAB SETTINGS, every 0.5". Applies to all sections of specifications.
- B. SECTION HEADINGS:
FONT - Times New Roman (or approved equal), 11 point, all caps. ALIGNMENT - Left; SPACING - Double.
- C. PARAGRAPH HEADINGS:
FONT - Times New Roman (or approved equal), 11 point, ALIGNMENT - Left; SPACING - Double.
- D. PARAGRAPH TEXT:
FONT - Times New Roman (or approved equal), 11 point, ALIGNMENT - Left; SPACING - Single; Double spaced between paragraphs. INDENT, 0.5" left with 0.5" hanging indent, and additional 0.5" for each subparagraph.
- E. PARAGRAPH NUMBERING AND FOOTERS:
Multilevel numbering following the MasterSpec numbering convention.
- F. Change the term "Architect" to "Design Professional".

4. CONTRACT ORIGINALS – PROCESSING AND APPROVAL

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

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

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

5. CONTRACT PROCESSING SCHEDULES

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

6. PREPARING AND ISSUING ADDENDA

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

7. PRE-BID/PRE-CONSTRUCTION CONFERENCE

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

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

**ATTACHMENT 18
EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 15th day of JULY, 2020, before me appeared Agnes Otto, 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 Vice President, Sr. Area Manager (title) of WSP USA Inc. (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

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

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

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

Agnes L. Otto
Affiant's signature

Subscribed and sworn to before me this 1 day of July, 2020.

Heather Marie Gardner
Notary Public



My Commission expires: 04-30-2023



ATTACHMENT 19 SUBCONTRACTORS LIST

Project Number 62200529 Project Title Airfield and Landside Design at DT

Contractor WSP USA Inc. Date 6/30/2020

Firm, Address, Contact	Phone, FAX and e-mail	Scope of Work (i.e Supplier, Consulting Firm, Electrical)
FSC, Inc. 9225 Indian Creek Pkwy Ste 300 Overland Park, KS 66210 Sonia Garapaty	Phone: (913) 722-3473 email: sgarapaty@fsc-inc.com	Consulting Firm, Electrical
TREKK Design Group 1411 E 104 St Kansas City, MO 64131 Kim Robinett	Phone: (816) 874-4655 krobinett@trekkdesigngroup.com	Consulting Firm, Surveying
TSi Geotechnical, Inc. 8248 NW 101 Terr Ste 5 Kansas City, MO 64153 Morris Hervey	Phone: (816) 599-7965 email: mhervey@tsigeotech.com	Consulting Firm, Geotechnical

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

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

WSP USA INC.
F00135932

was created under the laws of this State on 5/22/1969, and in Good Standing, having fully complied with all the 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, the 30th day of June, 2020.


Secretary of State

Certification Number: CERT-IN5108



Liberty Insurance Corporation

AMB #: 001812 NAIC #: 42404 FEIN #: 030316876

Administrative Office

175 Berkeley Street
Boston, Massachusetts 02116
United States

Web: www.libertymutualgroup.com

Phone: 617-357-9500

Fax: 617-574-5955

[View Additional Address Information](#)

AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 051114 - Liberty Mutual Holding Company Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 26, 2020
Initial Rating Date:	June 30, 1984

Long-Term Issuer Credit Rating View Definition

Long-Term: a
Outlook: Stable
Action: Affirmed
Effective Date: June 26, 2020
Initial Rating Date: January 25, 2006

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Elizabeth Blamble
Director: Jennifer Marshall, CPCU, ARM
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form
[View AM Best's Rating Disclosure Form](#)

Press Release
[AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries June 26, 2020](#)

Rating History

AM Best has provided ratings & analysis on this company since 1984.

Financial Strength Rating

Effective Date	Rating
----------------	--------

6/26/2020	A
5/30/2019	A
5/16/2018	A
3/8/2017	A
10/8/2015	A

Long-Term Issuer Credit Rating

Effective Date	Rating
6/26/2020	a
5/30/2019	a
5/16/2018	a
3/8/2017	a
10/8/2015	a

Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies.



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Jun 26, 2020	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
May 30, 2019	AM Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
May 16, 2018	A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Mar 08, 2017	A.M. Best Affirms Credit Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Oct 08, 2015	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Sep 24, 2014	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Jun 11, 2010	A.M. Best Affirms Ratings of Liberty Mutual Holding Company Inc. and Its Subsidiaries
Mar 05, 2008	A.M. Best Affirms Ratings of Liberty Mutual Group, Inc., Its Subsidiaries and Liberty


1 2 Page size: 10 12 items in 2 pages

Find a Best's Credit Rating


Enter a Company Name Go

[Advanced Search](#)

**How to Get a
Best's Credit Rating**



**Best's Credit Ratings
Mobile App**



European Union Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC. A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Offices](#) | [Press Releases](#) | [Social Media](#) | [Legal & Licensing](#) | [Privacy](#)
| [Security](#) | [Site Map](#) | [Terms of Use](#)

[Regulatory Affairs - Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2020 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

Zurich American Insurance Company

AMB #: 002563 NAIC #: 16535 FEIN #: 364233459

Administrative Office

1299 Zurich Way
Schaumburg, Illinois 60196-1056
United States

Web: www.zurichna.com

Phone: 800-987-3373

Fax: 877-962-2567

[View Additional Address Information](#)

AM Best Rating Unit: AMB #: 086976 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 25, 2019
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating View Definition

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: September 25, 2019
Initial Rating Date: September 14, 2004

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Europe - Rating Services Ltd.

Senior Financial Analyst: Jessica Botelho

Director: Jennifer Marshall, CPCU, ARM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information**Disclosure Information Form**

[View AM Best's Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)
September 25, 2019

Rating History

AM Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating

Effective Date Rating

9/25/2019	A+
9/19/2018	A+
12/8/2017	A+
12/1/2016	A+
10/2/2015	A+
11/26/2014	A+

Long-Term Issuer Credit Rating

Effective Date Rating

9/25/2019	aa-
9/19/2018	aa-
12/8/2017	aa-
12/1/2016	aa-
10/2/2015	aa-
11/26/2014	aa-

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
019793	Zurich U.S. Pool (CS)	Represents Property/Casualty business of this legal entity.


Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 086976 - Zurich Insurance Group Ltd.



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

 Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Sep 25, 2019	AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Sep 19, 2018	A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and its Main Rated Subsidiaries
Dec 08, 2017	A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries
Dec 01, 2016	A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates
Apr 05, 2016	A.M. Best Removes from Under Review and Upgrades Ratings of Rural Community Insurance Company
Dec 21, 2015	A.M. Best Comments on Zurich Insurance Group's Ratings Following Announcement to Acquire Wells Fargo Crop-Insurance Subsidiaries
Dec 21, 2015	A.M. Best Places Ratings of Rural Community Insurance Company Under Review With Developing Implications
Oct 02, 2015	A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance

1 2 3 Page size: 10 24 items in 3 pages

Find a Best's Credit Rating

Enter a Company Name

Go

Advanced Search

How to Get a Best's Credit Rating



Best's Credit Ratings Mobile App



European Union Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by

AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC. A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Offices](#) | [Press Releases](#) | [Social Media](#) | [Legal & Licensing](#) | [Privacy](#)
| [Security](#) | [Site Map](#) | [Terms of Use](#)

[Regulatory Affairs - Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2020 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.



ENCUMBRANCE FORM
 Kansas City, Missouri
 Aviation Department

DOC ID P0# 6200012133

LINE NO.	FUND	DEPT/ORG	ACCT	PROJECT NO.	APPR. UNIT	ACTIVITY	AMOUNT	INCREASE/DECREASE
01	8300	627270	611060	62200529	B	Plan	355,500.00	I
02	8300	627270	611065	62200529	B	Plan	35,550.00	I
03	—	—	—	—	—	—	0.00	(I / D)
04	—	—	—	—	—	—	0.00	(I / D)
05	—	—	—	—	—	—	0.00	(I / D)
06	—	—	—	—	—	—	0.00	(I / D)
07	—	—	—	—	—	—	0.00	(I / D)
TOTAL \$							391,050.00	

EXPLANATION:

To encumber the city's maximum obligation under an agreement with WSP USA Inc. for Project No.62200529 - Airfield and Landside Design at Charles B. Wheeler Downtown Airport.

Vendor #0000090056

Contract: \$355,500.00
 Contingency: \$35,550.00

Prepared By:

Date

Kevin D. Wells

7/31/2020

Approved By Contract Administrator:

Date

[Handwritten signature]

7-31-20

Approved By Deputy Director - P&E

Date

[Handwritten signature]

8.1.2020
 8.1.2020

LB 8/7/20
 to 8/10/20