IN BUILDING RADIO DISTRIBUTION AGREEMENT

This License Agreement ("Agreement") is made as of	, 2022 ("Effective Date") between
City of Kansas City, Missouri, a municipal corporation of the State of I	Missouri, by and through its Aviation
Department whose principal place of business is Kansas City Interna	tional Airport, 601 Brasilia Avenue
Kansas City, Missouri 64153 ("Licensor"), and Cellco Partnership d/b/a	Verizon Wireless, a Delaware general
partnership, whose principal place of business is One Verizon Way, Ma	ail Stop 4AW100, Basking Ridge, NJ
07920, ("Licensee"). Licensor and Licensee are at times collectively refe	erred to hereinafter as the "Parties" or
individually as the "Party."	

Background

WHEREFORE, Licensor owns the Property (as defined below) and will construct and own a 4G LTE distributed antenna system ("<u>DAS</u>"). Licensor and Licensee desire to enter into this Agreement to allow Licensee to connect its equipment ("<u>Licensee Equipment</u>") to and use the DAS and for Licensee to install and operate a millimeter wave system; and.

WHEREFORE, Licensor owns and operates an airport, including its related improvements, subject to federal, state, and local laws.

NOW THEREFORE, both Parties agree to enter into this Agreement on the terms and conditions set forth herein.

PART I Agreement

1. <u>License</u>.

(a) Licensor hereby licenses to Licensee certain spaces (the "Premises") on and within Licensor's property located at 1 Kansas City Blvd, Kansas City, Missouri 64153 and 1 Terminal Square, Kansas City, Missouri 64153 collectively (the "Property") to place Licensee Equipment and the MMS (as defined below) on the Premises and connect the Licensee Equipment to and use the DAS. The components and design principles of the DAS are described in Exhibit A. Licensor acknowledges and agrees that the DAS will include the components and design necessary for Licensee to utilize C-Band technology ("C-Band") which design is included in Exhibit A and is approved by Licensee. Upon execution of this Agreement, Licensor shall order all required C-Band equipment for the DAS. Upon receipt of the C-Band equipment, Licensor shall commence installation of the C-Band. Licensee shall only be permitted to utilize C-Band upon Licensee's receipt of applicable governmental approvals.

Licensee Equipment shall include in-building radio-distribution devices and the antennas serving them together with cables, fibers or the equivalent connecting such Licensee Equipment, whether through conduit or otherwise, to the DAS, which Licensee Equipment shall be for the exclusive use of Licensee. Subject to both the Operations and Maintenance Agreement Service Summary (as may be updated and amended from time to time by mutual agreement of the parties, which approval shall not be unreasonably withheld), as set forth in Exhibit D and the Tenant Modification Requirements as set forth in Exhibit G, Licensee may replace and augment Licensee Equipment or portions thereof with similar or comparable equipment and modify any frequencies upon which such equipment operates as needed to provide in-building coverage subject to Licensor approval, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no such notice or approval shall be required for the replacement of a malfunctioning or non-functioning network component that falls under a "break/fix" condition. In the event

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of a conflict between the Tenant Modification requirements and this Agreement, the terms of this Agreement shall control. The Licensee Equipment is shown on Exhibit B. The portion of the Premises occupied by the Licensee Equipment shall be for Licensee's exclusive use.

- Licensor hereby licenses to Licensee additional space within the Premises for Licensee to install, operate, maintain, repair, replace and upgrade a Millimeter Wave System ("MMS"). The design of the MMS will be as detailed in Exhibit E attached hereto (the final design will be substituted for the current preliminary design attached as Exhibit E once the required Tenant Modification process has been completed and all required approvals are received). The Parties agree to work and cooperate in good faith to permit Licensee's timely installation of the MMS once all required approvals are received. Licensee agrees to coordinate the MMS installation with Licensor such that it does not interfere with the installation of the 4G LTE portion of the DAS or any other airport operations. Licensor acknowledges that Licensee shall own, operate, maintain, and repair the MMS at its sole cost. The portion of the Premises occupied by Licensee's MMS equipment, excluding any shared infrastructure, shall be for Licensee's exclusive use. Upon written notice to Licensor, and subject to the Tenant Modification Process, Licensee may replace and augment the MMS or portions thereof with similar or comparable equipment and modify any frequencies upon which such equipment operates as needed to provide in-building coverage. No Tenant Modification process shall be required for the replacement of a malfunctioning or non-functioning network component that falls under a "break/fix" condition with the exception of a courtesy notification to Licensor that such condition is being remedied. Notwithstanding any provision herein to the contrary, no increase in the Access Fee shall be imposed on Licensee for any addition, expansion, upgrade, or modification to the MMS, except in the event Licensee requires additional rack space within the data center, IDF/ MER's.
- (c) <u>No Warranty of Condition or Suitability</u>. Licensee has inspected, analyzed, reviewed, and evaluated the Premises, is thoroughly aware of the condition of the Premises, and accepts them in "as is" condition with all faults.
- (d) The Premises and any other property or rights furnished or to be furnished under or in connection with this Agreement are furnished "AS IS", "WHERE IS" AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS, OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.
- Construction. Installation. Maintenance & Interference. All construction, installation and maintenance of the DAS shall be performed by Licensor or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free, as set for in the DAS plans included as Exhibit A and the Operations and Maintenance Agreement Service Summary in Exhibit D. All construction, installation and maintenance of the Licensee Equipment and MMS shall be performed by Licensee or its contractors in a safe manner consistent with current wireless industry engineering and construction standards and practices, lien-free. Licensee, with Licensor's cooperation as or if needed, shall obtain any required governmental and quasi-governmental permits, licenses, approvals, and authorizations for the Licensee Equipment and MMS and Licensor shall obtain all required governmental and quasigovernmental permits, licenses, approvals, and authorizations for the DAS. Licensee agrees to only install radio equipment of the type and frequency that will not cause measurable interference to the equipment of Licensor or other tenants of the Property existing as of the date of this Agreement. Should Licensee's equipment cause measurable interference, and provided Licensor gives written notice, Licensee will take all steps necessary to correct and eliminate the interference. Licensor agrees that it and/or any other tenant of the Property (current or future) will install only such radio equipment, including in the DAS, that is of the type and frequency that will not cause measurable interference to the existing equipment of Licensee. Should Licensor's or another tenants' equipment cause measurable interference with Licensee, and provided Licensee

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gives written notice to Licensor of it, Licensor will take all reasonable steps necessary to correct and eliminate the interference, including causing other tenants of the Property causing such interference to correct and eliminate the interference. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction. Licensor's obligations herein are subordinate to its obligation to provide for the safe and efficient operation of the Property and to comply with applicable law.

3. Utilities.

- (a) Licensor will supply electrical access and power in quality, quantity, and levels currently available at the Property, and customary for the operation of Licensee Equipment and the 4G LTE DAS, at Licensor's cost. Licensor will supply electrical access for the MMS at Licensor's cost, however, electrical power consumption for the MMS will be at Licensee's cost, as described in Section 3(b) below. Notwithstanding the foregoing, no interruption or discontinuance of such electrical power will render Licensor liable to Licensee for damages or relieve Licensee of any of its obligations hereunder, except as such results from the acts or omissions of Licensor. Licensor grants to Licensee the right to connect to existing electrical, telephone, fiber optic, and other similar support services within the Property. Additionally, Licensor grants to Licensee and to Licensee's preferred utility provider the right to install a new fiber optic connection to the Property, and to install new fiber optic cables and conduits through the Property and to Licensee's Equipment and the MMS, as shown on Exhibit C. If upon initial installation or at any time during the Term, Licensee elects to have additional electrical, telephone, fiber optic, or other similar services to support the operation of Licensee's communications facility or elects to obtain such support services from a provider chosen by Licensee, Licensor may grant Licensee or any provider the right (which right may be granted through an easement, license or similar instrument) to install such support services if sufficient space exists at the time the request is made. The location of such additional support services, if any, shall be as reasonably designated by Licensor. Licensee or any provider may be permitted to upgrade such services and Licensor may agree to grant additional rights to Licensee or any provider if necessary.
- (b) Licensee shall install an electric submeter within the Data Center to measure the use and consumption of the electricity necessary to operate all of the MMS equipment. Licensor shall read the submeter on a monthly basis and provide Licensee with an invoice for Licensee's power consumption for the MMS on a monthly basis. Each invoice shall reflect charges only for Licensee's power consumption based on the average kilowatt hour rate actually paid by Licensor to the utility, without markup or profit. All invoices for power consumption shall be sent by Licensor to Licensee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, and shall take reasonable steps to provide to Licensee within 90 days following the conclusion of each monthly billing period. Licensor waives its right to collect applicable electrical charges in the event it does not invoice Licensee for such Charges within eighteen (18) months following the end of any monthly billing period in which the charges were incurred. Upon written request from Licensee, Licensor shall provide copies of electricity bills received by Licensor during any period that Licensor submits invoices to Licensee for reimbursement and for that same period Licensor shall provide documentation of the sub-meter readings applicable to such periods. Licensee shall pay each invoice within 30 calendar days after receipt of the invoice from Licensor.

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4. Ownership & Control. The Licensee Equipment and MMS are personal property of Licensee and Licensee at all times owns and controls the Licensee Equipment and MMS. Licensor and Licensee agree, and Licensor shall so inform any purchaser or mortgagee of the Premises of this Agreement and that all equipment forming a part of the Licensee Equipment and MMS shall be and remain the property of Licensee under all circumstances, under Licensee's exclusive control, free and clear of any liens or encumbrances other than those permitted by Licensee, and shall be deemed to be and remain personal property and not part of the real estate on which the same are located. The DAS is personal property of Licensor and Licensor at all times owns and controls the DAS. Licensee shall have no obligation with respect to the maintenance, repair, or replacement of the DAS, which shall be done solely by Licensor. Licensor represents and warrants that the DAS shall remain in good operating condition at all times and in compliance with the Operations and Maintenance Agreement Services Summary attached hereto as Exhibit D. Licensee shall have the right to make any required connections and/or attachments to the DAS in order to allow Licensee to monitor the DAS, including summary alarm notification in the event of a DAS failure, from outside of the Premises via Licensee's infrastructure.

5. Term; Rent.

- (a) Licensee shall pay to Licensor a one-time Capital Contribution for the construction of the DAS in the amount of Four Million, Four Hundred Thirty-Six Thousand, Three Hundred Thirty-Four Dollars and No/100 Dollars (\$4,436,334.00), which shall be paid as follows: (i) 50% shall be due within 60 days following the Effective Date; (ii) 25% shall be due within 60 days following completion of installation of the DAS and Licensee connecting the Licensee Equipment to the DAS; and (iii) 25% shall be due within 60 days following the date that Licensor provides Licensee with a commissioning report verifying that the DAS is installed and operating as designed in compliance with Exhibit B and Exhibit D ("Acceptance Date").
- This Agreement shall be effective as of the Effective Date. The initial term of the Agreement shall be for ten years beginning on the first day of the month following the Acceptance Date (the "Commencement Date") at which time the access fee for use of the DAS and Premises, inclusive of the maintenance services set forth on Exhibit D, (collectively the "Access Fee") shall be due at a total annual fee of One Hundred Eighteen Thousand, Two Hundred Ninety-Six Dollars and No/100 Dollars (\$118,296.00), which shall be paid in equal monthly installments, in advance to Licensor at 601 Brasilia Avenue. Kansas City, Missouri 64153 or to such other person, firm, or place as Licensor may, from time to time, designate in writing at least 30 days in advance of any Access Fee payment date by notice given in accordance with Paragraph 11 below. Licensor and Licensee acknowledge and agree that the initial Access Fee payment shall not be delivered by Licensee until 60 days after the Commencement Date. Upon agreement of the Parties, Licensee may pay the Access Fee by electronic funds transfer and in such event, Licensor agrees to provide bank routing information for Licensee such purpose upon request of Licensee.
- (c) For any party to whom Access Fee payments are to be made, Licensor or any successor in interest of Licensor hereby agrees to provide to Licensee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify Licensor's or such other party's right to receive the Access Fee as is reasonably requested by Licensee. Access Fee payments shall accrue in accordance with this Agreement, but Licensee shall have no obligation to deliver Access Fee payments until the requested

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documentation has been received by Licensee. Upon receipt of the requested documentation, Licensee shall deliver the accrued Access Fee payments as directed by Licensor.

- (d) The Access Fee shall increase on each annual anniversary of the Commencement Date by an amount equal to 2% of the Access Fee due for the previous lease year.
- 6. <u>Access</u>. Licensor agrees to provide Licensee access in accordance with Part 2, Section 2(c) of the Aviation Department Standard Lease Conditions.
- 7. <u>Renewal Terms; Default; Termination</u>. The term of this Agreement shall be automatically extended for two additional five-year renewal terms, unless either Party terminates it at the end of the then current term by giving the other written notice of intent to terminate at least six months prior to the end of the then current term.

Licensee's use of the DAS and Premises is contingent upon Licensee obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Governmental Entities"), which it shall diligently pursue. Licensor shall cooperate with Licensee in its effort to obtain such approvals. Licensee may, unless otherwise stated, immediately terminate this Agreement upon written notice to Licensor in the event that (i) any applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) Licensee determines that such Governmental Approvals may not be obtained; (iv) Licensee determines any structural analysis is unsatisfactory; or (v) Licensee provides Licensor with three (3) months prior written notice of termination prior to the commencement of the first or second renewal term.

In the event either Party defaults in the performance of any of its covenants or obligations hereunder and such default shall be controlled by in accordance with Part 2, Section V of the Aviation Department Standard Lease Conditions as set forth in Exhibit F.

- 8. <u>Indemnification. Insurance. Waiver of Consequential Damages</u>. Licensee and Licensor indemnification rights are set forth in accordance with Part 2, Section IX of the Aviation Department Standard Lease Conditions as set forth in <u>Exhibit F</u>. Licensee and Licensor shall procure and maintain throughout the term of this Agreement Insurance in accordance with Part 2, Section X of the Aviation Department Standard Lease Conditions as set forth in <u>Exhibit F</u>.
- 9. <u>Quiet Enjoyment</u>. Licensor covenants that Licensee, upon performing all the covenants, shall peaceably and quietly have, hold, and enjoy the Premises and Licensor further covenants that Licensor is seized of good and sufficient title and interest to the Premises and has full authority to enter into this Agreement and has obtained any required consent or approval.

Licensor represents, warrants, and covenants that no lead paint, asbestos, or other hazardous substance, as defined by any applicable state, federal or local law or regulation, is present at any Premises; Licensor owns the Property or otherwise has the right to grant the license given in this Agreement.

- 10. <u>Assignment</u>. Licensee and Licensor assignment rights are set forth in accordance with Part 2, Section 4 of the Aviation Department Standard Lease Conditions as set forth in <u>Exhibit F</u>
- 11. <u>Notices & Contacts</u>. All notices hereunder must be in writing and shall be sent certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to Licensor at Kansas City International Airport Attn: 601

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Brasilia Avenue Kansas City, Missouri 64153 and to Licensee at 180 Washington Valley Road, Bedminster, NJ 07921, Attention Network - Real Estate.

- 12. <u>Miscellaneous</u>. This Agreement contains all agreements, promises and understandings between Licensor and Licensee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Licensor or Licensee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, and such Party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed, and regulated by the laws of the state of Missouri without reference to its choice of law rules.
- 13. This Agreement consists of three parts: Part I, Part II Aviation Department Standard License Conditions and Part III Supplemental Terms and Conditions to All Airport Agreements. These parts and any attachments or exhibits are attached hereto and incorporated herein. In the event that any of the terms and conditions in Part I, Part II and Part III of this Agreement conflicts, interpretation of this Agreement shall be according to the following priority, except as mandated by law, including City Ordinances:
 - 1. Part I
 - 2. Part II
 - 3. Part III
- 14. Except as relates to obligations herein where funding for such obligations is provided by Licensee or other wireless communications providers utilizing the DAS, Licensor's obligations as set out in this agreement are subject to the availability and appropriation of funds.

[The remainder of this page is intentionally left blank with signatures following on the next page.]

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IN WITNESS WHEREOF, the Parties hereto have set their hands, intending to be bound, as of the Effective Date

LICENSOR

By:
LICENSEE
Cellco Partnership d/b/a Verizon Wireless
By:
Name:
Title:
Date:

EXHIBIT A

DAS components and design principles

[see attached]

This is for informational purposes only and will be substituted upon receipt of the as-built drawings which shall then become a final exhibit to this Agreement.

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Terminal Active Equipment BOM

 Project name:
 Kansas City International Airport
 Design company:
 Copyright M.S. Benbow and Associates

Project creation date: 6/16/2020 Designer: Trey Cloutier

Type	Manufacturer	Model	Description	Qty	Spares	Total Qty		
CAP	CommScope	7830127-0002 CAP	[Era™] Medium Power CAP for 600, 700,	116	6	128		
		MX - 6/7E/80-	800,850, AWS, PCS1900, 2300, 2500					
		85/17E/19/23/25T F-	applications					
		DC-APE						
Fiber BDA Hub	CommScope	7642123-01	[Era™] OPT Card	111	10	121		
Filter	CommScope	7633229-02	[Era™] RFD	30	3	33		
Filter	CommScope	SDX159T-DL-43	Ultra Compact Twin Diplexer 80-	58	3	61		
		E14F06P07	2690MHz/3300-5925MHz, 4.3-10					
Filter	CommScope	7841277-00	[Era™] RFD HB	18	2	20		
Miscellaneous	CommScope	7635443-01	[Era™] WCS-2	29	2	31		
Miscellaneous	CommScope	7688866-00	[Era™] Blank Panel Universal	248	0	248		
Miscellaneous	CommScope	7688868-00	[Era™] Blank Panel SUI	32	0	32		
Miscellaneous	CommScope	7688867-00	[Era™] Blank Panel AUT	84	0	84		
Miscellaneous	CommScope	7635442-01	[Era™] WCS-4 Optical Ports	11	2	13		
Miscellaneous	CommScope	7681034	[Era™] PSU Subrack Power Cord	80	5	85		
Miscellaneous	CommScope	7693531-00 (2X	[Era™] PSU Subrack, AC	40	5	45		
		12VDC / 2X 57VDC)						
Miscellaneous	CommScope	7663468-00	[ION-E] PSU - 57VDC	0	0	0		
Miscellaneous	CommScope	7663610-00	[ION-E] PSU - 12VDC	80	5	85		
Miscellaneous	CommScope	7694140	[Era™] Blank Panel PSU	80	0	80		
Miscellaneous	CommScope	A7846858 CSFP	[Era™] CSFP 20km Kit, includes following	146	40	186		
		20km Kit	components					
			A7843666 (2x) Fiber 3dB Attenuator LC/UPC,					
			TAA					
			A7845627 (2x) 10G SFP+, Bi-Di,					
			1270nmTx/1330nmRx, 20km					
			A7845629 (1x) 10G CSFP+-BiDi,					
			TX1330/RX1270 20Km					
Miscellaneous	CommScope	7680813	[Era™] SFP+ 10GBase-LR, (SM)	222	60	282		

		Garage Active E	quipment BOM				
Туре	Manufacturer	Model	Description	Qty	Spares	Total Qty	
CAP	CommScope	7830127-0002 CAP MX - 6/7E/80- 85/17E/19/23/25T F- DC-APE	[Era™] Medium Power CAP for 600, 700, 800,850, AWS, PCS1900, 2300, 2500 applications	30	0	30	
CAP	CommScope	ERA/CAP MX, Bracket, Mounting, Dual	ERA/CAP MX, Bracket, Mounting, Dual	4	0	4	
CAP	CommScope	ERA/CAP MX, Bracket, Mountng,Single	ERA/CAP MX, Bracket, Mountng,Single	30	0	30	
CAP	CommScope	SDX159T-DL-43 E14F06P07	Ultra Compact Twin Diplexer 80- 2690MHz/3300-5925MHz, 4.3-10	15	0	15	
CAP	CommScope	A7846858 CSFP 20km Kit	[Era™] CSFP 20km Kit, includes following components A7843666 (2x) Fiber 3dB Attenuator LC/UPC, TAA A7845627 (2x) 10G SFP+. Bi-Di.	30	0	30	

^{*}Excludes remotes and diplexers for C-Band. Includes headend equipment for Garage.

EXHIBIT B

Licensee Equipment

[see attached]

This is for informational purposes only and will be substituted upon receipt of the final approval from KCAD which shall then become a final exhibit to this Agreement.

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KANSAS CITY AIRPORT Site Name: **VERIZON HEAD END** Project:

1 INTERNATIONAL SQUARE Address: KANSAS CITY, MO 64153

Location Code: 440709 Project #: 16034272



Sheet List:

TITLE SHEET

GENERAL NOTES

HEAD END OVERVIEW
VERIZON CABINET ELEVATION OVERVIEW A3.1 VERIZON CABINET DETAILS

A3.2 VERIZON CABINET DETAILS

ELECTRICAL LAYOUT AND DETAILS

ELECTRICAL METERING DETAILS

Project Contact:

JIM IVY RANDY ZORICH

Project Scope:

INSTALLATION OF VERIZON SIGNAL SOURCE EQUIPMENT TO PROVIDE SIGNAL TO THE NEW KANSAS CITY INTERNATIONAL AIRPORT. INSTALLATION INCLUDES BTS AND SUPPORT

KANSAS CITY

3 +1 (HEAD END)

2018 I CODES

N/A

N/A

Project Information:

PARCEL #: ZONING: OCCUPANCY: CONSTRUCTION: NUMBER OF STORIES: AUTOMATIC SPRINKLERS: JURISDICTIONAL CODES:

Project Team:

Construction Engineer:

TINA PASHIA VERIZON WIRELESS 636.675.7795 TINA.PASHIA@VERIZONWIRELESS.COM

RF Engineer:

VERIZON WIRELESS LUIS.DIAZ@VERIZONWIRELESS.COM

Equipment Engineer:

TARA CRUZ VERIZON WIRELESS TARA.CRUZ@VERIZONWIRELESS.COM

Real Estate Specialist:

CONNIE MISKET VERIZON WIRELESS CONNIE.MISKET@VERIZONWIRELESS.COM

Outside Plant Engineer:

JEFFERY BERKENMEIER VERIZON WIRELESS 816.589.72631 JEFFERY.BERKENMEIER@VERIZONWIRELESS.COM

A&E Design:

STEPHEN LESTER CATALYST CREATIONS CATALYSTDESIGN@PROTONMAIL.COM

Project Notes:

- ALL PROJECT TEAM MEMBERS TO REVIEW CONSTRUCTION DOCUMENTS AND PROVIDE ANY CHANGE REQUESTS PRIOR TO FINAL QUOTE.
- RF DESIGN (RFDS AND IBWAVE) TO GOVERN RF DETAILS
- CONTRACTOR TO VISIT SITE AND REVIEW PROJECT PLAN, SCOPE OF WORK AND DESIGNS PRIOR TO QUOTING PROJECT. ANY DISCREPANCIES, INACCURACIES OR IMPEDIMENTS TO BE IDENTIFIED IN WRITING TO PROJECT TEAM PRIOR TO QUOTING PROJECT.
- IT IS THE RESPONSIBILITY OF CONTRACTOR TO DEVELOP APPROPRIATE METHODS AND MEANS TO COMPLETE THE PROJECT.
- ALL CABLE LENGTHS PROVIDED ARE ESTIMATIONS, VERIFY LENGTHS ON SITE PRIOR TO ORDERING CABLE
- CONTRACTOR TO IDENTIFY ALL NEEDED MATERIALS TO COMPLETE THE PROJECT. ANY MATERIALS NOT SPECIFICALLY LISTED ON CLIENT BILL OF MATERIALS TO BE SUPPLIED BY CONTRACTOR AND INCLUDED IN INSTALLATION QUOTE.
- CONTRACTOR TO UTILIZE LOCAL UTILITY LOCATING SERVICE PRIOR TO ANY EXCAVATION OR BORING. ANY UNDERGROUND FACILITIES NOT LOCATED BY LOCATED LOCATED BY JURISDICTIONAL SERVICE TO BE RESPONSIBILITY OF CONTRACTOR TO LOCATE. X-RAY OR GPR ALL MASONRY STRUCTURES PRIOR TO DRILLING, CUTTING OR CORING.
- DO NOT IMPACT OR MODIFY ANY STRUCTURAL COMPONENTS UNLESS MODIFICATION IS SPECIFICALLY DETAILED AND APPROVED BY PE.
- INSTALLATION TO MEET ALL APPLICABLE CODES, REGULATIONS AND STANDARDS. THE MOST STRINGENT



Project:

KANSAS CITY **AIRPORT**

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON HEAD END

Rev	. Date:	Description:	By:
1	10/11/0222	LEASE EXHIBIT	SJL

Plans Prepared by:

Catalyst Design 1251 Milwaukee St

Denver CO 80206 303.589.8899

Sheet	Desc	ription
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TITLE SHEET

Sheet Number:

Scale Set for 24"x36" Sheet Use 1/2 Scale for 11"x17" Sheet

Project Notes:

1.1.	GENERAL NOTES: CONTRACTOR TO REVIEW ALL CIVIL AND RF PLANS, VISIT	3.3.	CONTRACTOR TO OBTAIN AND MAINTAIN FOR THE DURATION OF A PROJECT ALL NECESSARY LICENSES AND	8.4.	INSTALLED TO MAINTAIN MINIMUM BENDING RADIUS. CONTRACTOR TO INSTALL PULL / SLACK BOXES TO MINIMI
	SITE, PROVIDED BILL OF MATERIALS AND SCOPE OF WORK		CERTIFICATIONS REQUIRED TO COMPLETE THE SCOPE OF WORK	8.5.	TENSION REQUIRED TO PULL CABLE.
.3.	PRIOR TO PROVIDING PROJECT QUOTE CONTRACTOR TO PROVIDE ANY QUESTIONS OR	3.4.	STANDALONE TELECOM EQUIPMENT SPACES ARE TYPICALLY	8.5.	WHERE MULTIPLE CABLES TRAVERSE A SINGLE RACEWAY INSTALL PROTECTIVE SHEATHING TO PROTECT CABLES
	CLARIFICATIONS IN WRITING TO CONSTRUCTION MANAGER, ARCHITECT AND ENGINEER PRIOR TO PROVIDING A FINAL		NOT MANNED, HABITABLE SPACE AND TO NOT HAVE WATER OR SEWER CONNECTIONS.	8.6.	FROM BURN THROUGH AND/OR CRUSHING. CABLES SHALL HAVE A SHEATH RATING BASED UPON THE
	QUOTE.	3.5.	CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND		MOST RESTRICTIVE ENVIRONMENT THAT THE CABLE
4.	DESIGN DOCUMENTS ARE DIAGRAMMATIC IN NATURE, SHOW FINAL CONDITIONS AND SHOW PROJECT INTENT. IT IS THE		COMPLETING ALL INSPECTIONS. DO NOT COVER ANY WORK PRIOR TO PASSING INSPECTIONS.		TRAVERSES. ENSURE ANY CABLES EXPOSED TO OUTDOO ENVIRONMENTS MEET OUTDOOR / WET / SUBMERGED
	RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP MEANS				RATINGS.
5.	AND METHODS TO COMPLETE THE PROJECT. CONTRACTOR TO INCLUDE ALL LABOR, MATERIAL COSTS	4. 4.1.	SITE WORK: CONTRACTOR IS RESPONSIBLE TO ENSURE ALL SITE	8.7.	CABLES SHALL BE LABELED AT EACH END NOTING THEIR INCEPTION AND TERMINUS. WRAPAROUND LABELS ARE
٥.	OTHER THAN THOSE SPECIFIED IN THE PROVIDED BILL OF	4.1.	PERSONNEL ARE PROPERLY TRAINED FOR TASKS THEY WILL		PREFERRED FOR LARGER CABLES WHILE FLAGS OR TAGS
	MATERIALS AND ALL OTHER COSTS IN THE FINAL PROJECT		COMPLETE (FALL ARREST, CONFINED SPACE, ELECTRICAL		CAN BE UTILIZED FOR SMALLER CABLING.
ŝ.	QUOTE TO COMPLETE THE PROJECT. CONTRACTOR TO PROTECT SITE, REPAIR ANY DAMAGES AND		AND RF SAFETY, ETC) AND PROVIDE ALL NECESSARY SAFETY PRECAUTIONS.	8.8.	ALL CONNECTIONS EXPOSED TO WEATHER SHALL BE WATERPROOFED WITH NEATLY INSTALLED SELF
	TO INCLUDE ANY COSTS REQUIRED TO PROTECT SITE AND	4.2.	CONTRACTOR TO MAINTAIN ALL SAFETY BARRIERS DURING		AMALGAMATING BUTYL TAPE OVERLAPPED MINIMUM OF
7.	TO RETURN SITE TO PRE-CONSTRUCTION CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL		CONSTRUCTION AND ENSURE ANY TEMPORARY BARRIERS ARE PERMANENTLY INSTALLED AT THE COMPLETION OF THE	8.9.	OR SPECIFICALLY DESIGNED WATERPROOF COVERING. FIBER OPTICS:
•	ON-SITE ACTIVITIES WITH SITE OWNER AND TO MINIMIZE		PROJECT.	8.9.1.	CONTRACTOR TO VERIFY REQUIRED CONNECTOR TY
	THEIR IMPACTS UPON SITE OPERATIONS. WHERE ACCESS IS RESTRICTED, CONTRACTOR TO COORDINATE ANY REQUIRED	4.3.	CONTRACTOR TO VISIT SITE PRIOR TO START OF WORK AND DOCUMENT EXISTING CONDITIONS AND IS RESPONSIBLE FOR	8.9.2.	WHERE CONNECTORS TO NOT MATCH MANUFACTUR
	CLEARANCES AND PROVIDE ANY DOCUMENTATION		RETURNING SITE TO PRE-WORK CONDITIONS		REQUIRED TYPE, CONTRACTOR TO RE-TERMINATE TO THE REQUIRED TYPE.
	REQUIRED FOR FACILITY ACCESS.	4.4.	CONTRACTOR SHALL IMPLEMENT STORM WATER / DRAINAGE	8.9.3.	ALL SPLICES TO BE FUSION TYPE AND SUPPORTED IN
3.	CONTRACTOR TO COLLECT, INVENTORY AND STORE ALL PROVIDED MATERIALS UNTIL INSTALLED ON SITE. ANY		BEST MANAGEMENT PRACTICES AND DEPLOY RUNOFF MITIGATION MEASURES TO PREVENT SITE DISCHARGES.		SPLICE TRAY AND HAVE A LOSS OF <0.1 dB. MECHANI CONNECTIONS TO HAVE A LOSS OF 0.5 dB PER MATEI
	UNUSED MATERIALS TO BE INVENTORIED AND RETURNED AS	4.5.	NOT ALL UNDERGROUND UTILITIES MAY BE SHOWN ON THE		PAIR.
9.	SOON AS FEASIBLE FOR RE-ALLOCATION. MATERIALS TO BE DELIVERED TO SITE AS NEEDED AND NOT		DESIGN PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REQUEST AND CLEAR UNDERGROUND	8.9.4. 8.9.5.	ALL TERMINATIONS TO BE FUSION SPLICED PIGTAILS NEATLY COIL ANY UN-TERMINATED STRANDS / PIGTA
	STORED ON SITE FOR EXTENDED PERIODS. ALL TRASH AND		LOCATES FOR ALL AREAS WHERE UNDERGROUND OR		ON TOP OF SPLICE CASE FOR FUTURE USE.
	RECYCLING TO BE COLLECTED AND REMOVED FROM SITE DAILY. CONTRACTOR IS RESPONSIBLE FOR COORDINATING	4.6.	SURFACE DISTURBANCE WILL OCCUR. REMOVE ALL ORGANIC MATERIALS PRIOR TO SETTING ANY	8.9.6.	ALL MECHANICAL CONNECTIONS TO BE CLEANED AN SCOPED PRIOR TO MATING.
	RUBBISH REMOVAL AND INCLUDING ANY COSTS IN THE FINAL	4.0.	FOUNDATION OR FLATWORK.	8.9.7.	ALL FIBER SEGMENTS TO BE TESTED AND CERTIFIED
^	QUOTE.	4.7.	ANY FIRE OR SMOKE PARTITIONS WHICH ARE PENETRATED		END TO END LINKS TO HAVE LOSS / REFLECTANCE
0.	PLANS ARE NOT TO BE SCALED. UTILIZE DIMENSIONS FOR ALL ESTIMATIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS		BY CABLING OR STRUCTURE SHALL MAINTAIN THEIR RATINGS. ANY EXISTING PENETRATIONS WHICH ARE UTILIZED		TESTING TO BE COMPETED ENSURING COMPLIANCE WITH MANUFACTURER REQUIREMENTS
	PRIOR TO ORDERING MATERIALS AND INITIATING		SHALL BE RETURNED TO THEIR ORIGINAL INSTALLATION	8.10.	CATEGORY CABLE
11.	INSTALLATION. PLANS STRIVE TO PROVIDE ACCURATE AND COMPLETE SITE	4.8.	RATING. CONTRACTOR TO PATCH OR RE-INSTALL ANY PROTECTIVE	8.10.1. 8.10.2.	INSTALL ALL CABLING PER TIA569 PRIOR TO INSTALLATION, CONTRACTOR TO VERIFY
	AND DESIGN INFORMATION. WHERE DISCREPANCIES EXIST	4.0.	BARRIERS MODIFIED OR DISTURBED DURING THE	0.10.2.	WHICH, IF ANY PATHWAYS CAN BE UTILIZED FOR
	WITH PLAN SETS, THE CONTRACTOR TO IDENTIFY IN WRITING		COMPLETION OF THE PROJECT.	0 10 2	PROJECT CABLING. CONTRACTOR TO COORDINATE CABLE COLOR WITH
	TO CONSTRUCTION MANAGER, ARCHITECT AND ENGINEER AND QUOTE PROJECT PER EXISTING SITE CONDITIONS.	5.	GENERAL MATERIALS:	8.10.3.	OWNER AND SUPPLY SPECIFIED COLOR IF REQUEST
12.	THE CONTRACTOR TO OBTAIN THE MOST RECENT DESIGN	5.1.	ALL CONTRACTOR SUPPLIED MATERIALS SHALL MEET	8.10.4.	ALL CABLES TO BE TESTED AND CERTIFIED UPON
	DOCUMENTATION PRIOR TO STARTING THE PROJECT AND TO ENSURE ALL PROJECT PERSONAL HAVE THE MOST UP TO		OWNER MINIMUM SPECIFICATIONS OR BE PRE-APPROVED BY OWNER WHEN SUBSTITUTED.		COMPLETION, ANY FAILING CABLES TO BE RE-TERMINATED OR REPLACED.
	DATE DESIGN.	5.2.	ALL MATERIALS SHALL BE LISTED BY UL OR OTHER	8.10.5.	BUNDLE AND GROUP ALL SYSTEM CABLES NEATLY A
13.	WHERE MULTIPLE CODES OR STANDARDS APPLY, CONTRACTOR TO QUOTE AND MEET THE MOST RIGOROUS		APPLICABLE REVIEW ORGANIZATION.	8.11.	SEGREGATE FROM OTHER CABLE SYSTEMS IF POSSICOAX:
	VERSION.	7.	ELECTRICAL AND GROUNDING:	8.11.1.	ALL COAX TO BE TERMINATED WITH THE CORRECT
14.	ANY DISCREPANCIES OR CONFLICTS TO BE NOTED IN WRITING AND THE MOST EXPANSIVE OR EXPENSIVE TO BE	7.1.	ALL INSTALLATIONS SHALL MEET CURRENT NEC CODE, GROUNDING AND BONDING ANSI/TIA-607-D		TERMINATION TYPE / GENDER. WHERE REQUIRED, LO PIM TERMINATIONS TO BE UTILIZED.
	QUOTED	7.2.	CONTRACTOR TO VERIFY ALL PATHWAYS	8.11.2.	ALL COAX TO BE SUPPORTED TO PREVENT SAGGING
	SUBMITTALS:	7.3.	CONTRACTOR TO PROVIDE ALL CABLES, GROUNDING EQUIPMENT, CONNECTORS, PANELS, ENCLOSURES,		INSTALLED IN PROTECTIVE RACEWAY WHERE SUBJE TO DAMAGE.
1.	INSTALLATION CONTRACTOR TO PROVIDE MATERIAL		SUPPORTS AND OTHER EQUIPMENT REQUIRED TO COMPLETE	8.11.3.	ALL COAX TRAVERSING ROOFTOPS SHALL BE INSTAI
	SUBMITTALS AND SHOP DRAWINGS WHERE REQUIRED PRIOR TO PURCHASING ANY MATERIALS WITH SUFFICIENT TIME FOR	7.4	THE INSTALLATION. ALL EQUIPMENT TO MEET OR EXCEED SHORT CIRCUIT		IN EMT CONDUIT SUPPORTED ON BLOCKS OR COAX
	REVIEW AS NOT TO IMPACT PROJECT SCHEDULE	7.4.	RATINGS NOTED ON PLANS	8.11.4.	RACEWAY WITH ATTACHED LID. TORQUE ALL CONNECTORS WITH CALIBRATED TORQ
2.	ALL CUT SHEETS SHOWING MULTIPLE MODELS TO HAVE THE	7.5.	ALL CABLES SHALL BE SIZED TO MEET NEC REQUIRED		WRENCH DESIGNED FOR SPECIFIC CONNECTOR.
	SPECIFIC PART NUMBERS BEING PROPOSED CLEARLY IDENTIFIED.	7.6.	AMPACITY AND VOLTAGE DROP REQUIREMENTS. ALL NEW PANELS TO BE LABELED WITH PERMANENT LABELS	8.11.5.	TEST SWEEP TEST ALL SEGMENTS AND SYSTEM UPO COMPLETION (DTF AND RETURN LOSS). PIM TEST ALI
3.	ALL INSTALLATION CERTIFICATIONS / TRAINING CERTIFICATES		AS REQUIRED BY CODE AND PANEL SCHEDULES UPDATED		CABLES AND SYSTEM AS REQUIRED BY TESTING PLA
	TO BE COMPILED AND SUBMITTED PRIOR TO STARTING ON-SITE WORK	7.7.	WITH NEW BRANCH CIRCUITS. ALL EQUIPMENT SHALL BE GROUNDED AT A MINIMUM PER	9. STF	RUCTURAL NOTES:
4.	ANY SUBSTITUTIONS FROM SPECIFIED MATERIALS TO BE		NFPA 780 AND MOTOROLA R56 AND SHALL MEET OWNER	9.1.	DO NOT ALTER EXISTING STRUCTURE WITHOUT SPECIFIC
	NOTED AND A REQUEST FOR SUBSTITUTION SUBMITTED FOR REVIEW	7.8.	REQUIREMENTS. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE	9.2.	DETAILS. UTILIZE GPR OR X-RAY TO IDENTIFY ANY EMBEDMENTS
5.	ALL TEST RESULTS TO BE COMPILED AND SUBMITTED FOR		EXOTHERMIC	J.E.	PRIOR TO DRILLING, CORNING OR CUTTING ANY MASONF
	REVIEW AS SOON AS COMPLETED. TRACES AND OTHER	7.9.	ALL MECHANICAL GROUND CONNECTIONS SHALL BE 2 LUG	0.2	ALL EMBEDMENTS TO BE PROTECTED FROM DAMAGE.
	GRAPHICAL TEST RESULTS TO BE PROVIDED IN PDF FORMAT, NUMERICAL RESULTS TO BE COMPILED IN A STORABLE		TYPE UNLESS EQUIPMENT ONLY PROVIDES SINGLE LUG AND UTILIZE NO-OX OR SIMILAR ANTI-OXIDATION COMPOUND.	9.3.	REVIEW ALL STRUCTURAL DETAILS AND REPORTS PRIOR INITIATING ANY STRUCTURAL MODIFICATIONS.
	EXCEL SPREADSHEET WITH TEST CRITERIA NOTED. NATIVE	7.10.		9.4.	DISTRIBUTE PROJECT MATERIALS AS NOT TO CONCENTE
	TEST RESULT FILES TO BE SUBMITTED WITH FINAL CLOSEOUT PACKAGE.	7.11.	NON-REVERSIBLE COMPRESSION TYPE. TELECOM GROUND SYSTEM TO BE DERIVED FROM BUILDING		LOAD. CONTRACTOR TO IDENTIFY LOCATIONS WHERE LOADING MAY EXCEED DESIGN VALUES AND MUST INSTA
6.	UPON COMPLETION OF THE PROJECT, ANY DEVIATIONS FROM		STEEL OR GROUND RING. DO NOT CONNECT TELECOM		AN ENGINEERED BRACING SYSTEM
	THE PLANS TO BE REDLINED ON PROJECT PLANS, FINAL CUT SHEETS PROVIDED, CONFIGURATIONS DOCUMENTED,		GROUND SYSTEM TO LIGHTNING PROTECTION / SUPPRESSION SYSTEM.		
	INSTRUCTIONS COMPLIED AND ANY TRAINING COMPLETED	7.12.	ALL CABLES TRAVERSING AN EXTERIOR WALL SHALL BE		
	PRIOR TO FINAL INVOICE BEING SUBMITTED.		PROTECTED BY OVER-VOLT / LIGHTNING PROTECTION DEVICE AT THE FIRST POINT OF ENTRY.		
	CODE COMPLIANCE AND LICENSING:	7.13.	ALL COAXIAL CABLES SHALL HAVE THEIR SHEATHS		
1.	ALL WORK TO BE COMPLETED TO MEET OR EXCEED ALL		GROUNDED AT THE TOP AND BOTTOM OF THEIR VERTICAL		
	JURISDICTIONALLY ADOPTED CODES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO KNOW AND		RUNS WITH APPROVED GROUND CLAMP.		
	UNDERSTAND ALL CODES. ANY REMEDIATION TO MEET CODE		CABLING:		
	IS THE RESPONSIBILITY OF THE CONTRACTOR. ANY QUESTIONS OR CLARIFICATIONS SHALL BE ADDRESSED	8.1. 8.2.	ALL CABLES TO MEET NEMA, ASTM AND UL STANDARDS. ALL CABLING TO BE INSTALLED AS REQUIRED PER CODE AND		
	PRIOR TO STARTING ANY WORK.	J.=.	PROTECTED FROM DAMAGE.		
2.	WHERE MULTIPLE CODES / STANDARDS APPLY, THE MOST	8.3.	ALL CABLES SHALL BE SUPPORTED OR LACED AND		



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KANSAS CITY **AIRPORT**

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON HEAD END

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Plans Prepared by:

Catalyst Design

1251 Milwaukee St Denver CO 80206 303.589.8899

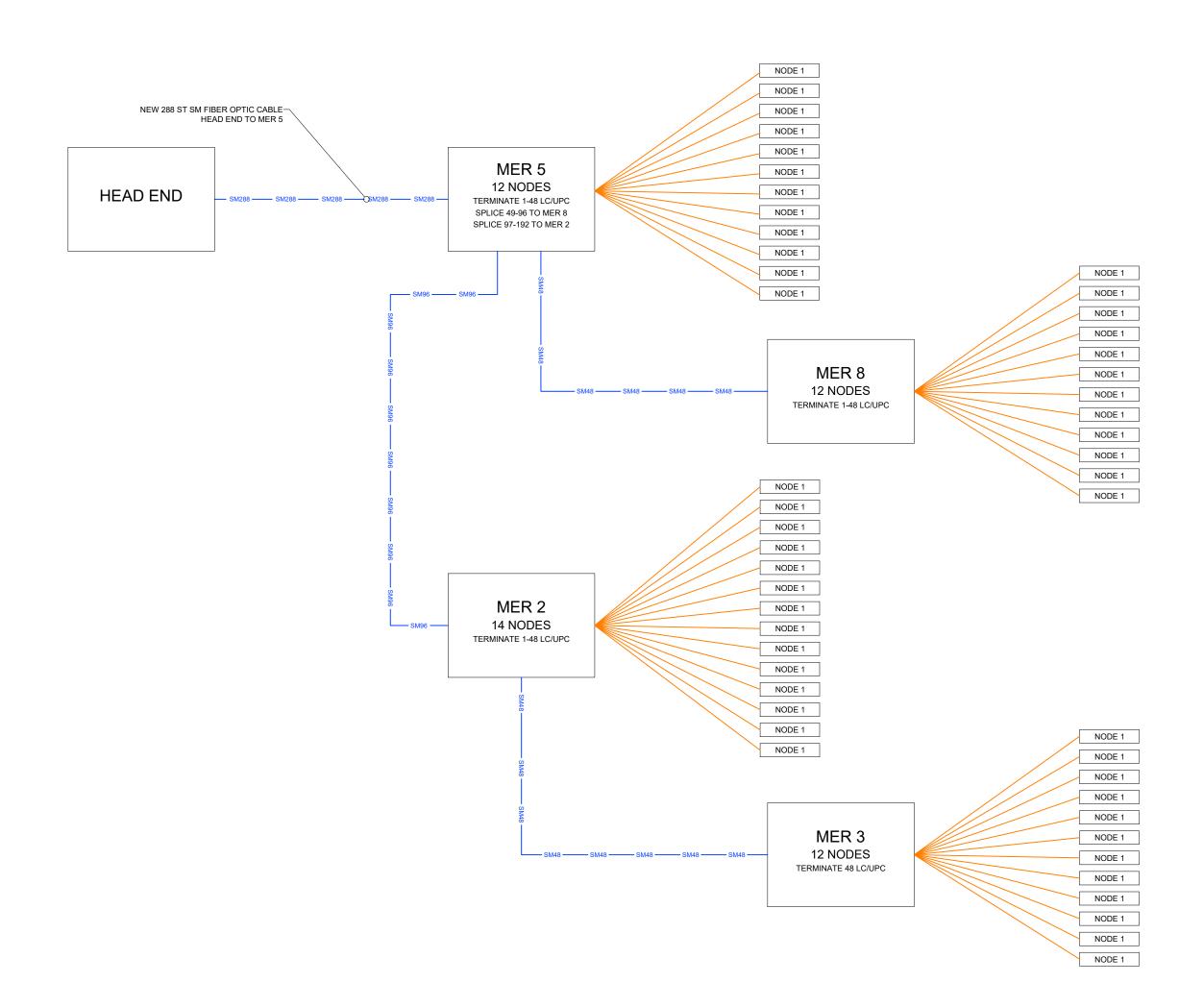


Sheet Description:

GENERAL NOTES

Sheet Number:

Scale Set for 24"x36" Sheet Use 1/2 Scale for 11"x17" Sheet





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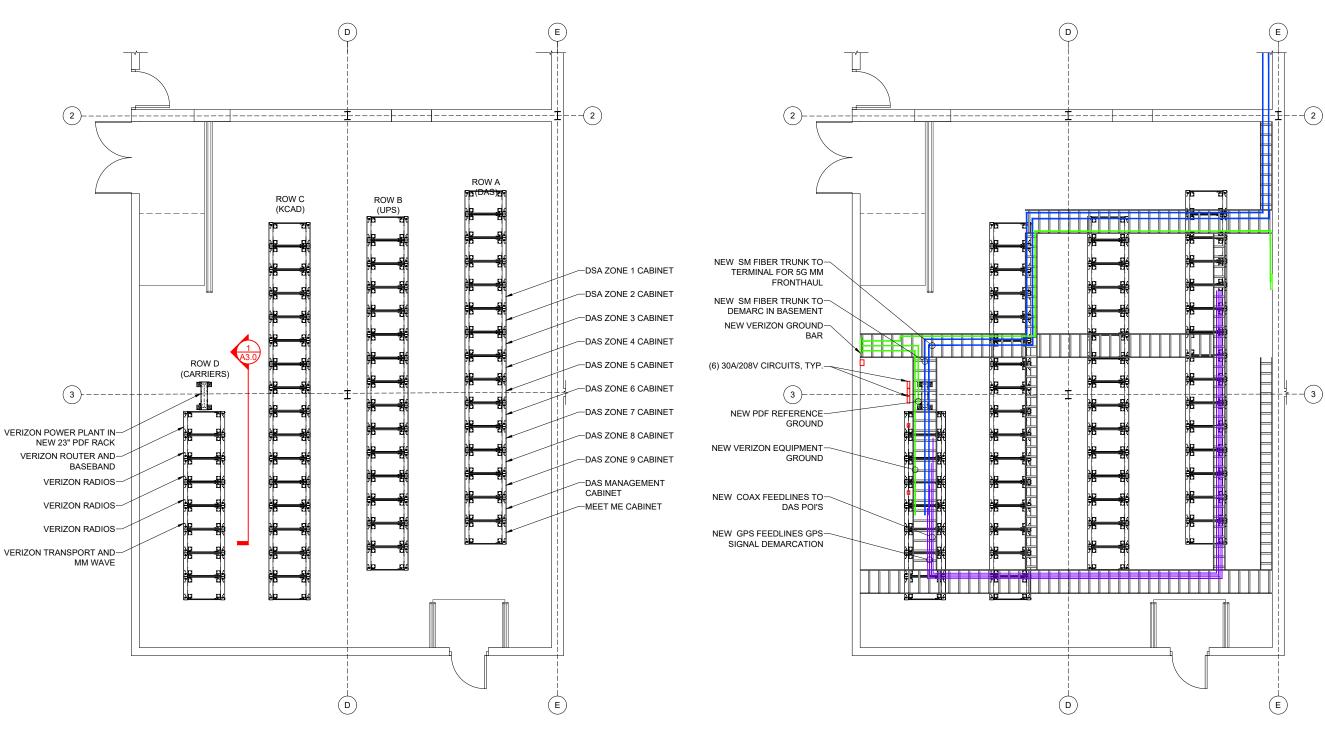
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NODE PLUMBING

Sheet Number:

A1 2

Scale Set for 24"x36" Sheet
Use 1/2 Scale for 11"x17" Sheet



HEAD END LAYOUT
SCALE: 1/4" = 1'-0"

- NOTES: ALL CABINETS TO BE INSTALLED BY
- POWER PLANT RACK (D.1) TO BE SUPPLIED AND INSTALLED BY VERIZON WIRELESS PERFORATED FLOOR TO BE
- INSTALLED BELOW CABINETS FAN KITS TO BE INSTALLED ON CABINET TOPS TO ENSURE AIR CIRCULATION

HEAD END RCP AND OVERHEAD CABLING



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Sheet Number:

OVERVIEW

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- NOTES: ALL CABINETS TO BE INSTALLED BY OTHERS.
- D.1 TO BE PROVIDED AND
- INSTALLED BY VERIZON WIRELESS PERFORATED FLOOR TO BE
- FERFORATED FLOOR TO BE INSTALLED BELOW CABINETS FAN KITS TO BE INSTALLED ON CABINET TOPS TO ENSURE AIR CIRCULATION
- (6) 30A/208V/1P CIRCUITS REQUIRED ABOVE D.1, (1) 20A/120V/1P CIRCUIT TO (2) QUADPLEX RECEPTACLES EVENLY SPACED ABOVE OTHER CABINETS

D.6 VERIZON D.5 D.4 D.3 D.2 D.1 VERIZON VERIZON 4435 **VERIZON LPRU** VERIZON LPRU **VERIZON TRANSPORT** AND 5G MM BASEBAND **RADIOS RADIOS RADIOS** POWER PLANT 2/A3.1 3/A3.1 1/A3.2 2/A3.2 1/A3.1 3A3.2

OVERALL VERIZON EQUIPMENT ELEVATION



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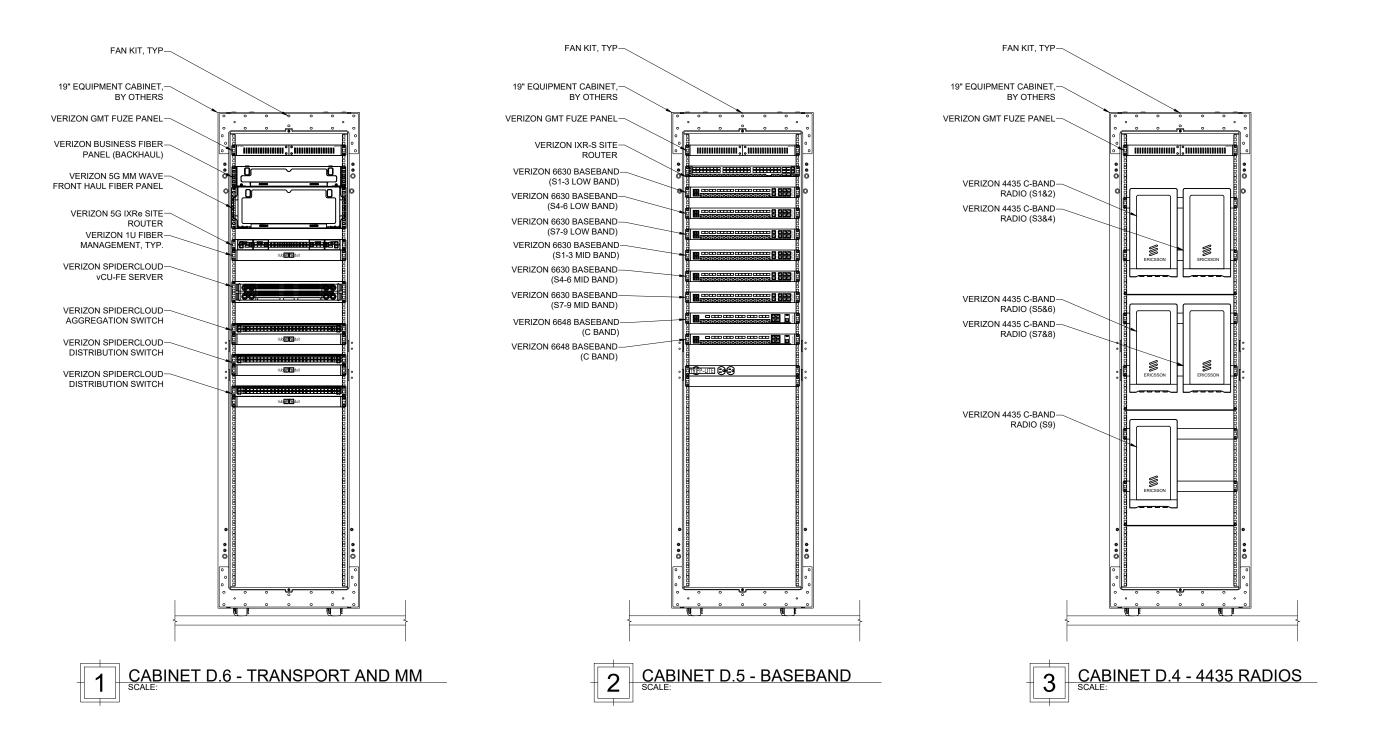
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VERIZON CABINET OVERVIEW

Sheet Number:





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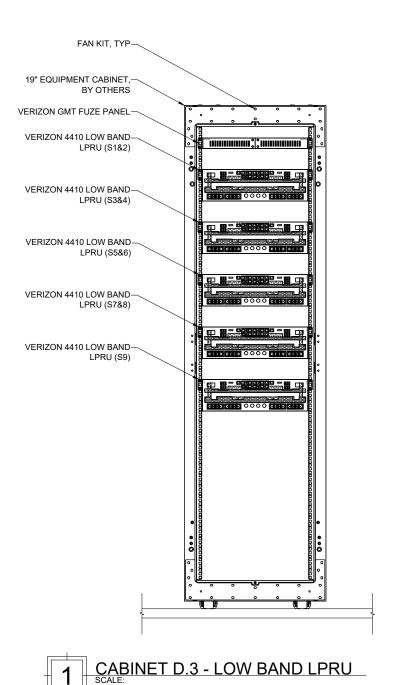
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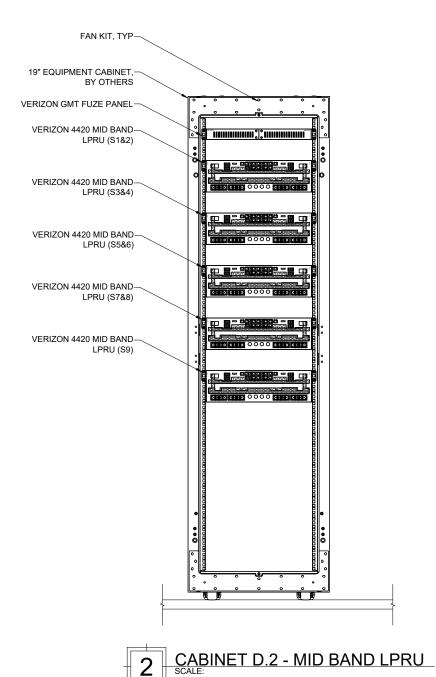
VERIZON CABINET DETAILS

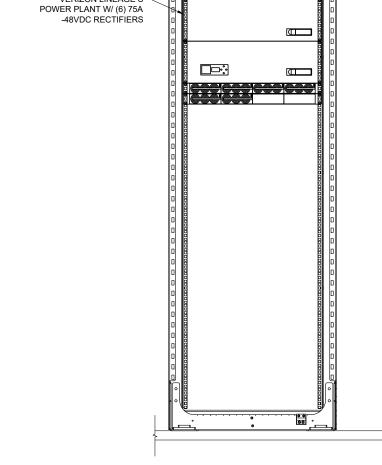
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23" EQUIPMENT RACK-

BY VERIZON WIRELESS

VERIZON LINEAGE S-

PROVIDED AND INSTALLED

D.1 - POWER PLANT RACK



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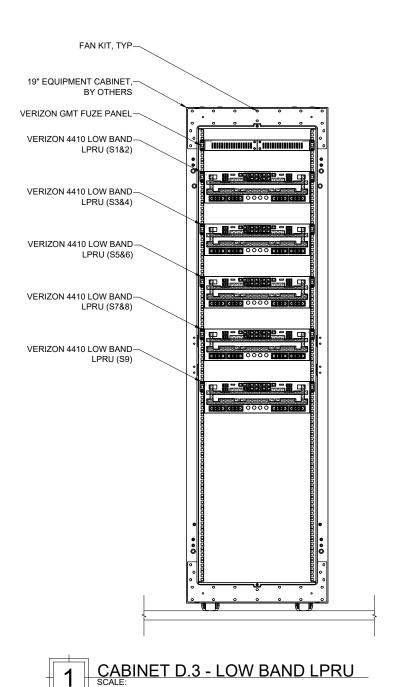
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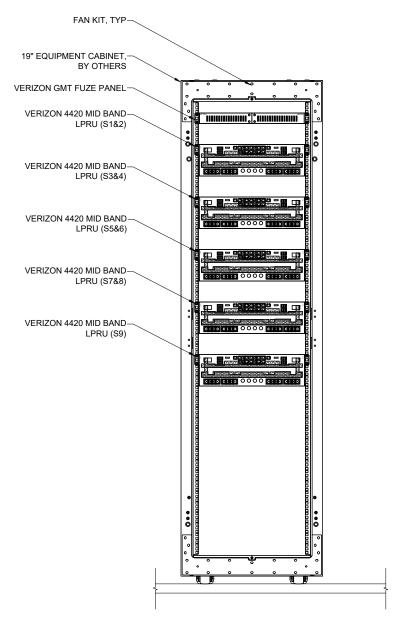
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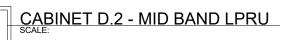
VERIZON CABINET DETAILS

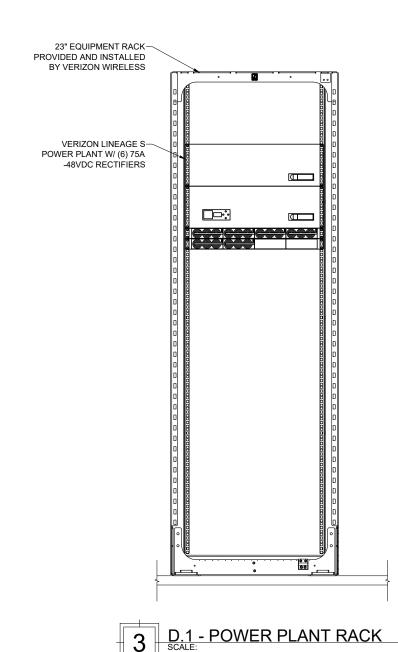
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Sheet Description:

VERIZON CABINET DETAILS

Sheet Number:

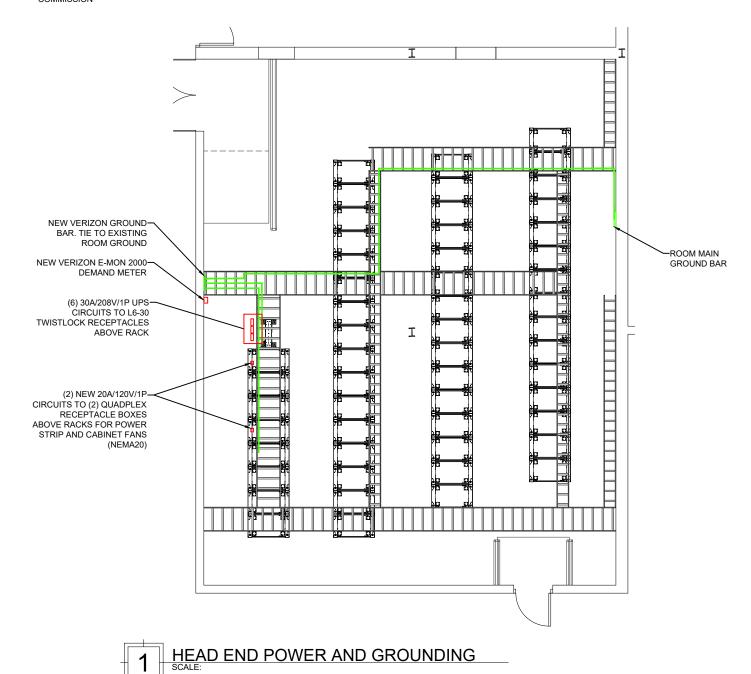
A4.0

Scale Set for 24"x36" Sheet
Use 1/2 Scale for 11"x17" Sheet

NOTE:

- KCI AIRPORT TO INSTALL STARLINE BUS SYSTEM ABOVE ROW "D" AND POWER FROM ROOM UPS
- KCI AIRPORT TO SUPPLY STARLINE BUS
- DUCT AND PROVIDE TAPS

 VERIZON WIRELESS TO INSTALL METERING
 BOX, CTs AND DEMAND METER (SEE SHEET
 E1 2)
- KCI TO CONNECT DEMAND METER TO AIRPORT INFRASTRUCTURE AND COMMISSION



EX. MAIN TELCO GROUND BAR. IF NO GB, GROUND TO BUILDING STEEL OR APPROVED GROUND SYSTEM -#2 TELCO FLEX GROUND INTERCONNECT -NEW VERIZON MAIN GROUND BAR -PDF REFERENCE GROUND. -#6 AWG PDF FRAME SIZE PER PDF MANUFACTURER GROUND #2 MAIN EQUIPMENT— GROUND #6 RACK EQUIPMENT-#6 RACK GROUND TYP. PDF GROUND SIZES: #10 (OR MANUFACTURER-- 0-200A #6 AWG - 201-500A #2 AWG SUPPLIED GROUND) EQUIPMENT GROUND, TYP. 501-1200A 4/0 AWG 1201A + 750 KCMIL IRREVERSIBLE-COMPRESSION CRIMP,

2 EQUIPMENT GROUNDING
SCALE:



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ELECTRIAL PLAN AND DETAILS

Sheet Number:

F1_.1

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TO DEMAND METER 120V CIRCUIT 1 120V CIRCUIT 1 208V CIRCUIT 1 208V CIRCUIT 1 208V CIRCUIT 2 208V CIRCUIT 2 208V CIRCUIT 3 208V CIRCUIT 3 Ċ. 208V CIRCUIT 4 208V CIRCUIT 4 208V CIRCUIT 5 208V CIRCUIT 5 208V CIRCUIT 6 208V CIRCUIT 6 5 3-PHASE, 3-WIRE INSTALLATION DIAGRAM LINE VOLTAGE CONNECTIONS: #14-12 AWG SENSOR CONNECTIONS: B = BLACK LEAD W = WHITE LEAD

Fig. 8. 3-Phase, 3-Wire Installation Diagram.

SOURCE

NOTE:

- VERIZON WIRELESS TO SUPPLY AND INSTALL DEMAND METER
- KCI AIRPORT TO CONNECT TO METERING SYSTEM AND PROGRAM
- BUNDLE SIMILAR PHASE CONDUCTORS AND PASS THROUGH CTs OR INSTALL INDIVIDUAL CTs ON CONDUCTORS AND LAND ON METER PER "MULTIPLE CONDUCTOR" METERING SCHEMATIC
- SEE HONEYWELL E-MON 2000 INSTALLATION INSTRUCTIONS FOR FULL

Honeywell E-Mon

Honeywell E-Mon CLASS 2000 3-Phase KWH/Demand Meter



FEATURES

- Direct-read 2-line alpha-numeric LCD display without multiplier displays cumulative kWh & "real-time" kW
- Demand option displays kW/Demand and kW Peak date and time (15 minute interval standard, 30 minute
- date and time (15 minute interval standard, 30 minute interval available.)

 Available in MMU (Mutiple Meter Unit) enclosures containing up to 24 meters in one compact enclosure.

 Patented 0-2 volt output split-core current sensors promote enhanced safety and accurate remote mounting of current sensors up to 2,000 feet from meter without power interruption. (Optional solid-core sensors available for 100 & 200 Amp meters.)

 Onhoard installation diagnostics & verification system.

 Parallel up to three (3) sets of current sensors for currents render.
- Peratet up to three (3) sets of current sensors for cumulative reading.

 Meter can be used on the following configurations:

 3-Phase, 4-Wire

 3-Phase, 3-Wire

 For other configurations contact factory.

 Fixed kWh pulse output
 Industrial JIC steel enclosure (standard) with

- Industrial JIC steel enclosure (standard) with padlocking haspe Amounting flanges for indoor installation. Knockouts 1 1/16" (3/4" cond.) bottom, 7/8" (1/2" cond.) top.
 Optional NEMA 4X polycarbonate enclosure with padlocking hasp & mounting flanges for indoor/outdoor installation (stand alone) with one 1 1/16" KO on bottom of enclosure.

PRODUCT DATA

- Non-volatile Memory.
 UL/CUL Listed.
 Revenue Grade Accuracy. Certified by independent test lab to ANSI CI.2.20 national accuracy standards.
 (+7 0.2% from 1% to 1.00% of rated load.)
 California CIEP approved for use with solid-core current sensors. Listed by the California Energy Commiscion.
- Commission.
 Con Edison approved for RSP program.

MODEL NUMBERS

Table 1. 120/208-240V, 3-Phase.

Ampe	rage	KWH Meter	KWH/Demand Meter
100 Amp)	E20-208100-JKIT	E20-208100-J-D-KIT
ZUO AIIII	ļ	20-200200-JRII	E20-200200-J-D-N11
400 Amp)	E20-208400-JKIT	E20-208400-J-D-KIT
800 Amp)	E20-208800-JKIT	E20-208800-J-D-KIT
1600 An	np	E20-2081600JKIT	E20-2081600J-D-KIT
3200 An	np	E20-2083200JKIT	E20-2083200J-D-KIT

Table	2.	277	/480V	, 3-	Phas
			, ,,,,,	, •	

Amperage	KWH Meter	KWH/Demand Mete
100 Amp	E20-480100-JKIT	E20-480100-J-D-KIT
200 Amp	E20-480200-JKIT	E20-480200-J-D-KIT
400 Amp	E20-480400-JKIT	E20-480400-J-D-KIT
800 Amp	E20-480800-JKIT	E20-480800-J-D-KIT
1600 Amp	E20-4801600JKIT	E20-4801600J-D-KIT
3200 Amp	E20-4803200JKIT	E20-4803200J-D-KIT

Table 3, 347/600V, 3-Phase

Amperage	KWH Meter	KWH/Demand Meter	
100 Amp	E20-600100-JKIT	E20-600100-J-D-KIT	
200 Amp	E20-600200-JKIT	E20-600200-J-D-KIT	
400 Amp	E20-600400-JKIT	E20-600400-J-D-KIT	
800 Amp	E20-600800-JKIT	E20-600800-J-D-KIT	
1600 Amp	E20-6001600JKIT	E20-6001600J-D-KIT	
3200 Amp	E20-6003200JKIT	E20-6003200J-D-KIT	



HONEYWELL E-MON CLASS 2000 3-PHASE KWH/DEMAND METER

Optional Meter Enclosures

Replace "J" in model number with optional enclosure specification.

Specification M - MMU Configuration (ex. E20-208100-MKIT)

Specification R - NEMA 4X Raintight Enclosure (ex. E20-6001600RKIT)

NOTE: All meter kits include one set of three (3) split-core current sensors

SPECIFICATIONS

- Meter shall be fully electronic with a 2-line alphanumeric LCD display without multitplier displaying cumulative kWh and 'real-time kW load. Meter shall provide rate of consumption indication and also a test sequence to ensure integrity of the display.

 Meter shall be optionally available with kW/Demand and kW peak date and time displays. (15 minute interval standard. 30 minute interval available.)

 Meter shall provide a load indicator to indicate real-time consumption levels for field testing and certification.

 Meter shall provide current sensor installation diagnostics indicator.

 Meter shall use 0-2 volt output current sensors to allow paralleling and/or mounting up to 2.000 feet from the meter. Sensors shall be of spilt-core configuration to allow installation without powering down. Sensors shall

bs available from 100 amp to 3200 amp. Sensors shall be optionally available in solid-core configuration (100 & 200 amp.) Meter shall be enclosed in a heavy-duty JIC steel enclosure suitable for Indoor Installation. Meter

- enclosure provides a method of locking to prevent
- unauthorized access.

 Meter shall be optionally available in an outdoor NEMA 4X polycarbonate enclosure with padlocking hasp & mounting flanges for indoor/outdoor installation.

 Meter shall be optionally available in MMU (Multiple Meter Configuration) enclosures containing up to 24 meters in one compact enclosures.

 Meter shall be UL Listed/CUL Listed to latest
- Meter shall be of Listed to latest applicable standards for safety.
 Meter shall be certified by a nationally recognized independent test facility to ANSI C12.20 (-/-0.2% from 1% to 100% of rated load) specifications with split-
- Core current sensors.

 Meter shall be California CTEP approved for use with solid-core current sensors, listed by the California Energy Commission, and Con Edison approved for RSP
- program.

 Meter shall be provided with a non-volatile memory to maintain reading during power outages.

 Meter shall be provided with modular connector(s) to
- provide interfacing with:

 AMR (Automatic Meter Reading)

 Building Management/Energy Management Sys-
- tems
 Meters shall be compatible with Honeywell E-Mon Energy™software.

ORDERING INFORMATION

Comment on Dis products or services, preses write or parame.

1. Your local Honeywell Environmental and Combustion Controls Sales Office (check white pages of your phone directory).

2. Honeywell Customer Care
1.985 Douglas Drive North
Golden Valley, Minnesota 55422-4386
3. http://customer.boneywell.com or http://customer.boneywell.ca
3. http://customer.boneywell.com or http://customer.boneywell.ca
Germany.Hungery, haly, Meedica, Netherianas, United Kingdom, and United States.

By using this Honeywell literature, you agree that Honeywell will have no liability for any damages arising out of your use or modification to, the literature. You will defend and indemnify Honeywell, its affiliates and subsidiaries, from and against any liability, cost, or damages, including attorneya fees, arising out of, or resulting from, any modification to the literature by you.

Home and Building Technologies

In the U.S.: Honeywell E-Mon Atlanta, GA 30308

Honeywell E-Mon

verizon^v

Project:

KANSAS CITY **AIRPORT**

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON HEAD END

Rev. Date: Description: By 10/11/0222 LEASE EXHIBIT

Plans Prepared by:

Catalyst Design

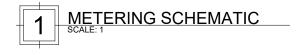
1251 Milwaukee St Denver CO 80206 303.589.8899



Sheet Description: METERING DETAILS

Sheet Number:

Use 1/2 Scale for 11"x17" Shee



NEUTRAL NOT USED IN DELTA SYSTEM. REMOVE NEUTRAL TERMINAL BLOCK SCREW FOR DELTA SYSTEMS. 1/10A 600 VAC INLINE FUSE PER CONDUCTOR. LITTLEFUSE PART NUMBER KLDR, 100.

EXHIBIT C - 1

Plan for Fiber Optic Cables

OUTSIDE PLANT

[see attached]

10
KCI Airport – DAS
Location Code –

NOTES:



verizon /

Project:

KANSAS CITY AIRPORT

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON HEAD END

Rev. Date: Description: By:

1 10/11/0222 LEASE EXHIBIT SJL

Plans Prepared by:

Catalyst Design

1251 Milwaukee St Denver CO 80206 303.589.8899



Sheet Description:

LEASE EXHIBIT FIBER PATHWAY

Sheet Number:

LE1.1

Scale Set for 24"x36" Sheet
Use 1/2 Scale for 11"x17" Sheet

VERIZON BUSINESS FIBER PATHWAY

---- NEW FIBER IN EXISTING PATHWAY

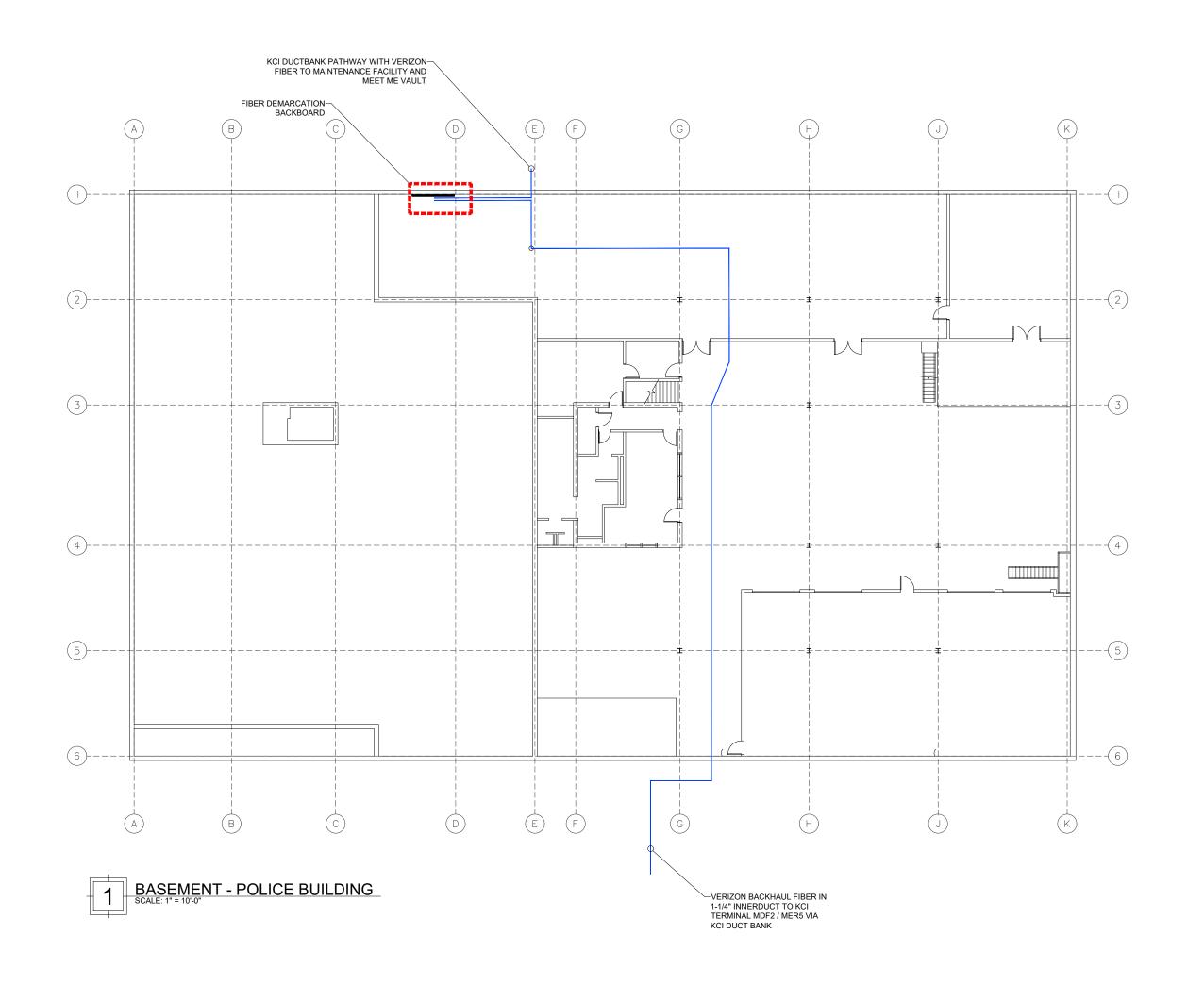
NEW FIBER IN NEW PATHWAY

EXHIBIT C - 2

Plan for Fiber Optic Cables

MMS (Premises Only)

11 KCI Airport – DAS Location Code – _____





Project:

KANSAS CITY AIRPORT

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON HEAD END

Date:	Description:	By:
10/11/0222	LEASE EXHIBIT	SJL

Plans Prepared by:

Catalyst Design 1251 Milwaukee St Denver CO 80206 303.589.8899

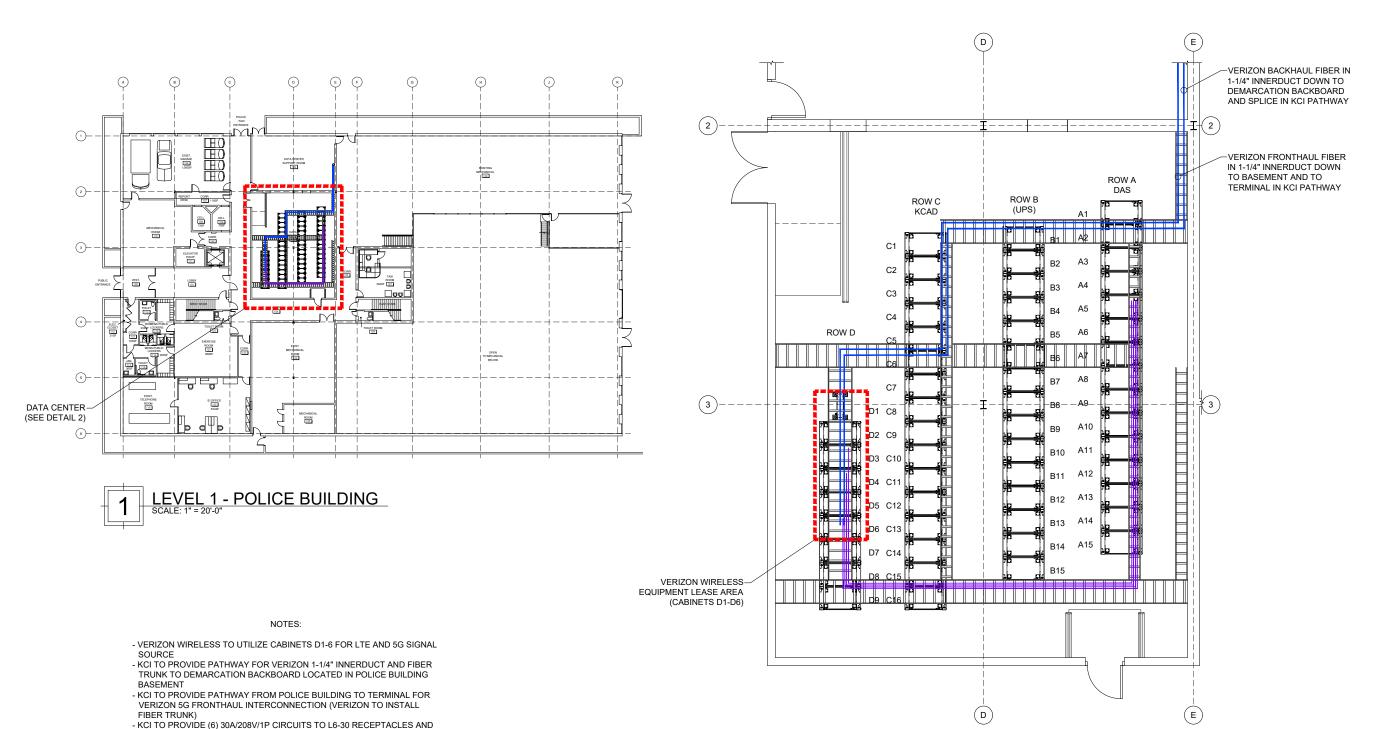


Sheet Description:

LEASE EXHIBIT FIBER PATHWAY POLICE BASEMENT

Sheet Number:

Scale Set for 24"x36" Sheet
Use 1/2 Scale for 11"x17" Sheet



2 50

(1) 20A/120V/1P CIRCUIT TO (2) QUADPLEX RECEPTACLES ABOVE

- KCI TO PROVIDE PERFORATED FLOOR / COOLING (30,000 BTU/HR) BELOW CABINETS WITH SUFFICIENT AIRFLOW TO COOL VERIZON

- KCI TO PROVIDE AND INSTALL (1) 23" AND (5) 19" CABINETS WITH VENTILATION FANS WITH LADDER RACK ABOVE AT VERIZON EQUIPMENT

- KCI TO PROVIDE INSTALL AND COMMISSION ALL DAS EQUIPMENT (ePOI, RFD, WCS CHASSIS). RF POINT OF DEMARCATION TO BE FIRST POINT

OF INTERCONNECTION WITH DAS EQUIPMENT (INPUT OF ePOI OR RFD)

- KCI TO PROVIDE (3) GPS SIGNAL SOURCE INTERFACES (N(m)).

VERIZON WIRELESS LEASE AREA
SCALE: 1/4" = 1'-0"

verizon^v

Project:

KANSAS CITY AIRPORT

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON HEAD END

Rev.	Date:	Description:	Ву:
1	10/11/0222	LEASE EXHIBIT	SJL

Plans Prepared by:

Catalyst Design 1251 Milwaukee St

1251 Milwaukee St Denver CO 80206 303.589.8899

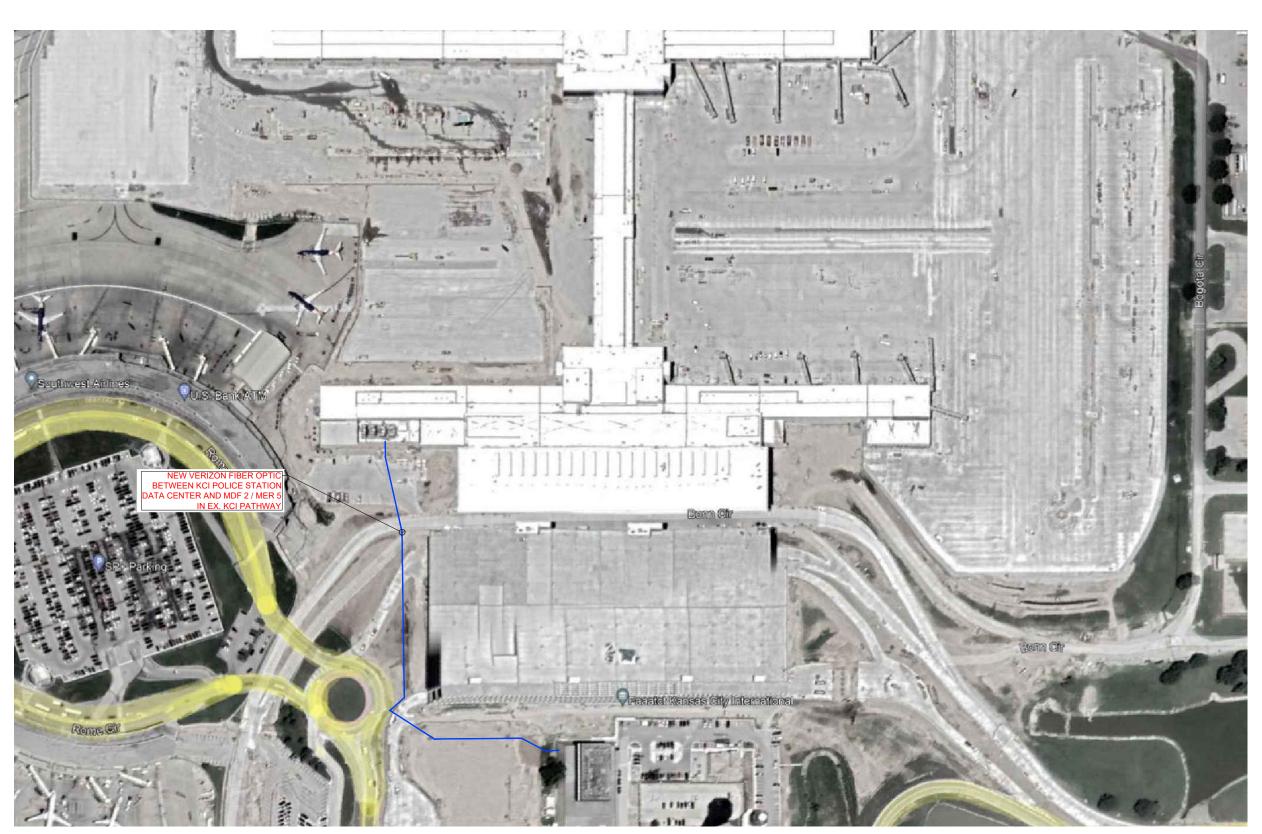
Sheet Description:

LEASE EXHIBIT HEAD END LEVEL 1

Sheet Number:

LE1.3

Scale Set for 24"x36" Sheet Use 1/2 Scale for 11"x17" Sheet





verizon /

Project:

KANSAS CITY AIRPORT

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON SPIDERCLOUD

lev.	Date:	Description:	By:
1	10/11/0222	LEASE EXHIBIT	SJL

Plans Prepared by:

Catalyst

Design
1251 Milwaukee St
Denver CO 80206
303.589.8899

Sheet Description:

LEASE EXHIBIT OVERAL SITE

Sheet Number:

EXHIBIT D

DAS Operations and Maintenance Services Summary

Version 1 dated as of this day of October 2022.

Overall System Monitoring and Notification Provisions Overview

- 24 hour per day, 7 day per week, 365 day per year DAS monitoring center/NOC
- Notification mechanism for faults or alarms and alert process for notification of all relevant parties
- Remote diagnostic processes on a 24 hour, 7 days per week basis to ensure the DAS is performing as designed
- Ticket Process for any system issues including resolution timeframe(s) and ticket closure process
- Records maintenance for any/all "break/fix" issues on DAS with respect to Telecom Facilities,
 Carriers, and Carrier's equipment
- Resolution Desk Remote diagnostic and soft resolution prior to truck rollout
- Spare Parts Management
- Disaster Recovery plan implementation
- Portal Access

Provided Services Detail

- Site Assessment: Remote System Monitoring Services for Network with M&M services performed remotely through provider's US located Network Operations Center ("NOC").
- Remote M&M Services: 24 hours/day, 7 days/week, 365 days/year coverage; remote node and fiber monitoring; remote node and fiber troubleshooting and diagnostics; service ticketing, Provider notifications and Provider communications; and field dispatch coordination and administration.
- Service Ticketing System and Service Ticketing Process: Service ticket with a unique Ticket Number and a Network Event Severity Level. All tickets updated and closed when inquiry is concluded.
- Network Event Notification: The NOC will maintain a Provider contact and escalation list for use in communicating and coordinating Network, both scheduled and unscheduled.
- Fiber Monitoring: NOC personnel will use information captured from any currently installed and active Network remotes at node and hub sites to open or update an open Service Ticket.

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KCI Airport – DAS
Location Code – _____

- Provider Contract and Commercial Terms Administration: Incorporate relevant contact and contract information into Provider's NOC systems for managing the ongoing Provider entitlement and other services encompassed in Licenses.
- Provider Network Event Classifications:
 - o Five (5) levels of severity:
 - Level 1 (Critical): Multi-node outage;
 - Level 2 (Major): A single node is offline, or the Network is less than 50% operational;
 - Level 3 (Minor): Short duration alarms or node resets that are less than one minute in duration and the Network is otherwise fully operational;
 - Level 4 (Warning): Indication of a potential future event that may result in a higher-level alarm if not investigated; and
 - Level 5 (Informational): Non-service affecting alarms that are informational only.
- Scheduled Maintenance: 48-hour advanced notice of scheduled maintenance activity or downtime.
- Incident Management. Provider has existing master maintenance and monitoring protocols in place with AT&T, Sprint, T-Mobile, and Verizon Wireless that outline the Network grade outage, incident management processes, availability or operational performance and communications protocols to be used in the event of a High (Critical Severity) Impact of the Network's Incident Management.
- Field Dispatch Coordination and Administration: The NOC will, upon determining a need to dispatch
 personnel to perform field-based diagnostic, troubleshooting and remediation activities (collectively,
 "Field Services"), coordinate with impacted Providers to dispatch a Field Service resource.
- Spare Parts Management. To accommodate the rapid restoration of the Network from any outage event, Provider recommends that Site Owner store equipment spare parts on-site at the Site. Provider will manage the equipment spares, monitoring the inventory to maintain proper levels.
- Disaster Recovery Program. Provider maintains three (3) NOCs, a primary NOC in suburban Chicago, Illinois, and a secondary NOC in Las Vegas, with a third location in Madison, Wisconsin. With Covid protocols, Provider's NOC can perform in a distributed approach. Should any NOC location be impacted by a local disaster in the area, Provider has the ability to operate in 100% remote fashion.
- Provider Portal Access: Provider will make available to Site staff a secure web-based portal providing Site staff with immediate visibility to the health of the Network.

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KCI Airport – DAS
Location Code – _____

SERVICE IMPACT RESPONSE TIMES

	Description	Initial Response Due	Updates
T1 - Critical	This Incident level is attained when any of the following conditions are met with respect to the DAS: • A complete DAS outage • Multiple main hub failures • Power Failures – Resulting in an outage of greater than 50% of the coverage area of the DAS (the "DAS Coverage Area") • Interface RF failure • Resulting in an outage of greater than 50% of the DAS Coverage Area • Inter-building fiber failure—Resulting in an outage of greater than 50% of the DAS Coverage Area	30 minutes after identification of Incident	2 Hours after delivery of Initial Response, or as requested
T2 -Major	This Incident level is attained when any of the following conditions are met as to the DAS: • Service is seriously degraded but can continue to operate via workaround or incremental resource for short period of time • Single main hub failure—Resulting in an outage of greater than 25% of the DAS Coverage Area • Multiple expansion hub failures — Resulting in an outage of greater than 25% but less than 50% of the DAS Coverage Area • Greater than 25% DAS failure rate	30 minutes after identification of Incident	Every 4 hours after delivery of Initial Response, or as requested

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KCI Airport – DAS
Location Code – _____

	Description	Initial Response Due	Updates
T3 - Minor	This Incident level is attained when any of the following conditions are met as to the DAS: •Service is lost by small number of users affecting significant business functionality. •A minor degradation of DAS service delivery •Workaround exists or can be developed with a small amount of incremental resources •Trouble Ticket – operational investigations of troubles not impacting service •Service is lost by small number of users affecting significant business functionality. •A minor degradation of DAS service delivery •Workaround exists or can be developed with a small amount of incremental resources •Trouble Ticket – operational investigations of troubles not impacting service	60 minutes after identification of Incident	Every 16 hours after delivery of Initial Response, or as requested

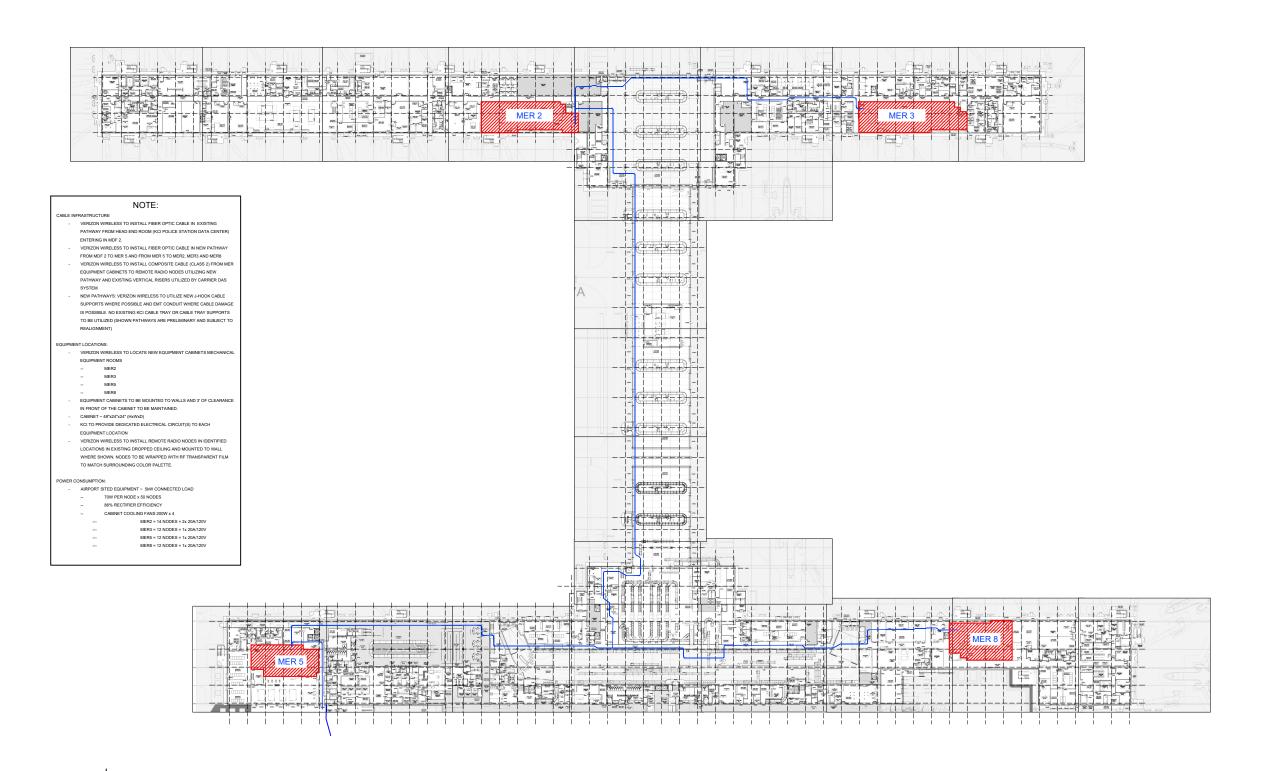
LICENSOR
By:
Name:
Date:
LICENSEE Cellco Partnership d/b/a Verizon Wireless
By:
Name:
Date:

EXHIBIT E

(MMS Plans)

This is for informational purposes only and will be substituted upon receipt of the MMS plan design approval from KCAD which shall then become a final exhibit to this Agreement.

16
KCI Airport – DAS
Location Code –



OVERALL ARRIVAL LEVEL PLAN SCALE: N.T.S.



Project:

KANSAS CITY AIRPORT

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON SPIDERCLOUD

Rev.	Date:	Description:	By:
1	10/11/0222	LEASE EXHIBIT	SJL

Plans Prepared by:

Catalyst Design

1251 Milwaukee St Denver CO 80206 303.589.8899



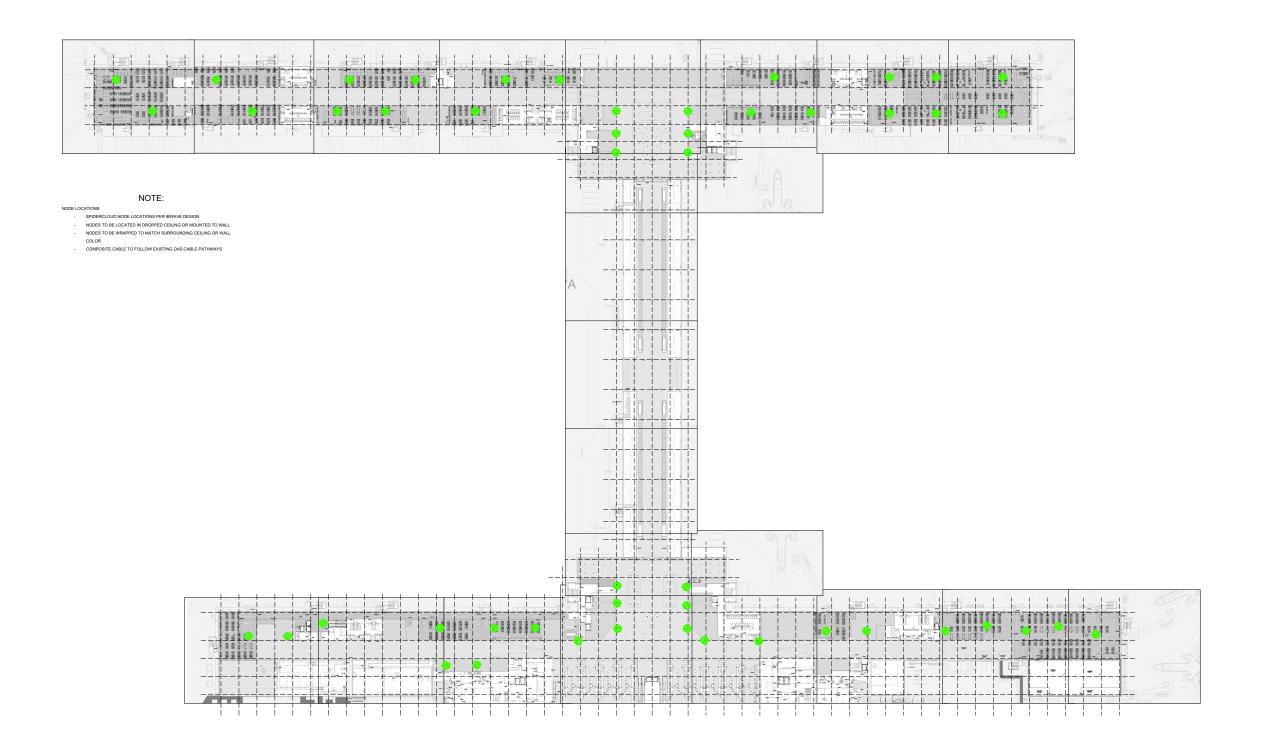
Sheet Description:

LEASE EXHIBIT
ARRIVALS LEVEL

Sheet Number:

LE2.2

Scale Set for 24"x36" Sheet



OVERALL ARRIVAL LEVEL PLAN SCALE: N.T.S.



Project:

KANSAS CITY AIRPORT

1 INTERNATIONAL SQUARE KANSAS CITY, MO 64153

VERIZON SPIDERCLOUD

Rev.	Date:	Description:	By:
1	10/11/0222	LEASE EXHIBIT	SJL

Plans Prepared by:

Catalyst Design 1251 Milwaukee St

1251 Milwaukee St Denver CO 80206 303.589.8899

Sheet Description:

LEASE EXHIBIT
DEPARTURES LEVEL

Sheet Number:

LE2.3

icale Set for 24"x36" Sheet a 1/2 Scale for 11"x17" Sheet

EXHIBIT F

AVIATION DEPARTMENT STANDARD LEASE CONDITIONS (F-1)

AND

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS (F-2)

Part II

AVIATION DEPARTMENT STANDARD LICENSE CONDITIONS

I. Definitions.

- A. "Airport" means Kansas City International Airport and Downtown Airport, in accordance with the context of this License.
- B. "City" means City of Kansas City, Missouri.
- C. "Code" means Kansas City, Missouri Code of General Ordinances.
- D. "Contract" includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, Licenses, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.
- E. "Contractor" means every Licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Contractor's heirs, personal representatives, successors-in-interest and assigns.
- F. "Director" means Kansas City, Missouri Director of Aviation.
- G. "License" includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, Licenses, permits, or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof, specifically the In Building Radio Distribution Agreement between City and Licensee.
- H. "Licensee" means every Licensee, permittee, concessionaire or other person, firm or corporation exercising a right or

privilege on an airport pursuant to a contract, and includes Licensee's heirs, personal representatives, successors-in-interest and assigns.

I. "Premises" means the portion of the Property licensed to Licensee pursuant to the License, or permit that is the subject of this License.

II. Premises Use and Ownership.

- A. <u>Use</u>. The Premises will be used by Licensee only for the purposes set forth in the License.
- B. <u>Title</u>. Unless otherwise provided in the License, title to the Premises and any improvements, whether existing or installed by Licensee as part of the License, shall remain and are at all times in the City.
- C. Licensee's Access to Premises. Licensee is granted the right, for itself, its agents, employees, patrons, suppliers and other persons doing business with Licensee, of ingress and egress to and from the Premises over Airport roadways, including the use of common use roadways, and other common areas as reasonable necessary to use the Premises 24 hours a day, 7 days a week, subject only to law and to such reasonable rules and regulations governing the use of the Airport as the Director may establish. Notwithstanding the forgoing, Licensee is required to obtain all appropriate badging at their sole cost and expense and comply with all security and access requirements. . "Common areas" shall mean those areas which are furnished in and about the Premises for the common and non-exclusive use of Licensee and City and their officers, agents, employees, customers, invitees and licensees.
- D. Signs. Except for such signage as required by applicable law, no signs or advertising displays exposed to public view will be painted on or erected in any manner on the Premises without the prior written approval of the Director and in accordance with the

City's standards with respect to wording, type, size, design, color and location. Upon termination, cancellation of expiration of the License, Licensee at its costs will remove, obliterate or paint out, any and all of its signs, advertising and displays as the Director may direct and restore the

Premises to its original condition.

- E. <u>Permits/Licenses</u>. Licensee will obtain, maintain and pay for all licenses and permits necessary or required by law for the conduct of its business and operations.
- F. City's Right of Entry. City shall have the right to enter upon the Premises at all reasonable times to inspect the Premises; to observe the performance by Licensee of its obligations under the License agreement or for doing any act or thing which City may be obligated or have the right to do under the License; to perform maintenance and make repairs to the Premises in any case where Licensee is obligated, however, but has failed to do so, after City has given Licensee reasonable notice so to do (in which event, Licensee shall reimburse City for the reasonable cost thereof promptly upon demand); or otherwise. No abatement of fees and charges shall be claimed by or allowed to Licensee by reason of the exercise of such right. City shall provide reasonable notice to Licensee that an inspection or observation is planned or in progress. Notwithstanding the foregoing, in the case of an emergency, as determined by Licensee, Licensee may enter the Premises at will.
- G. <u>City's Exclusive Rights in Premises</u>. City reserves exclusive rights to the following; provided, however that the City's use or exercise of those rights will not unreasonable interfere with Licensee's use of the Premises:
- 1. All gas, oil and minerals in and under the soil on the Premises;
- 2. All cemeteries, archeological findings and other historical sites on the Premises. City shall make all decisions as to the

preservation, use or relocation of those findings or sites.

3. To grant, without compensation to Licensee, utility rights-of-way to itself and others, over, under, through, across or on the Premises.

III. Repair & Maintenance of Premises.

A. Provisions Applicable to All Licenses.

- 1. Licensee will keep the Premises and all improvements thereon in good repair and in a clean and orderly condition and appearance, all papers and debris picked up, and the areas immediately adjacent to the exits and entrances clean and orderly and free of obstructions. Licensee will not do or suffer any material waste or damage, disfigurement or injury to the Premises or any part thereof.
- 2. City reserves the right but shall not be obligated to Licensee to maintain and keep in repair all of the common areas of the Airport.

IV. Assignment, Sub-License & Encumbrances.

- A. Upon written notice to Licensor, Licensee may assign the License to its principal, affiliates, subsidiaries or any entity which acquires all or substantially all of its assets in the applicable Federal Communications Commission license area by reason of a merger, acquisition or other business reorganization without the consent of City.
- B. As to other parties, this License may not be sold, assigned or transferred without the prior written consent of Licensor, which consent will not be unreasonably withheld and following such consent, Licensee shall provide to City a duplicate original of such assignment within sixty (60) days after the execution thereof, together with assumption agreement, duly executed and acknowledged by the assignee, by which the assignee shall assume all of the terms, covenants and conditions of this License on the part of the Licensee to be performed and observed.

No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

Any assignment of this License shall:

- a. Be in writing, duly executed and acknowledged by the assignor;
- b. Include the entire then unexpired term of this License; and
- c. Include each and every obligation of Licensee, transferred and accepted by assignee.

V. Defaults & Remedies.

- A. <u>Licensee Defaults</u>. Each of the following will constitute a default by Licensee hereunder:
- 1. Licensee's failure to pay when due any rent, charges or any other payments of money required to be paid by Licensee hereunder within fifteen (15) days after receipt of written notice;
- 2. Licensee's failing to perform or violation of any provision, covenant or condition of this License (other than payment of money) within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, Licensee's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;
- 3. Use of the Premises for anything other than the use specified in the License;
- 4. Licensee vacates, abandons or deserts the Premises or fails to occupy the Premises for more than thirty (30) consecutive days;

- 5. The attempted assignment or assumption of this License in violation of Section 4 above;
- 6. The suspension or revocation of any act, power, license, permit or authority that prevents Licensee from fully complying with all of the rights and obligations hereunder for any period;
- 7. The filing by the Licensee or its assignee or sublicensee of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Licensee's assets; or the adjudication of the Licensee or its assignee or sublicensee as a bankrupt pursuant to any involuntary bankruptcy proceedings; or the taking, by a court of competent jurisdiction of Licensee's or its assignee's or sublicensee's, assets pursuant to proceedings brought under the provisions of any federal reorganization act; or the appointment of a receiver or trustee of the Licensee's or its assignee's or sublicensee's assets by a court of competent jurisdiction or a voluntary agreement with Licensee's creditors;
- 8. The levy of any attachment or execution of any process of a court of competent jurisdiction which does or, as a direct consequence of such process, will interfere with its operations under the License, and which is not enjoined, vacated, dismissed or set aside within a period of 30 days.
- B <u>City Defaults</u>. Each of the following will constitute a default by City hereunder:
- 1. Except as provided in Section V.B.2 hereof, City's failing to perform or violation of any provision, covenant or condition of this License within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, City's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;

- 2. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such manner as to materially restrict Licensee from operating thereon for a period of at least thirty (30) days.
- C. <u>City's Remedies</u>. Upon default by Licensee of this License, City may do any one or more of the following:
- 1. Terminate the License upon thirty (30) days written notice to Licensee;
- 2. Re-enter the Premises and every part thereof on the effective date of termination of the License without further notice of any kind, remove any and all persons therefrom and regain and resume possession either with or without the institution of summary or legal proceedings. Such re-entry, however, shall not in any manner affect, alter or diminish any of the obligations of Licensee under the License:
- 3. Upon termination of the License or upon re-entry, regaining or resumption of possession of the Premises, occupy the Premises and have the right in the name of the City to relet and permit any person, firm or corporation to enter the Premises and use the same for such term and on such conditions as City may determine; and
- 4. Perform, on behalf and at the expense of Licensee, any obligation of Licensee under this License which Licensee has failed to perform and of which City have given Licensee notice, the cost of which performance by City, together with interest thereon from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Licensee to City upon demand. Notwithstanding the provisions of this clause and regardless of whether a default shall have occurred, city may exercise the remedy described in this clause without any notice to Licensee if City, in it good faith judgment, believes it would be materially injured by

- failure to take rapid action or if the unperformed obligation of Licensee constitutes an emergency; and
- 5. Any other remedy that City may have under law or equity.
- D. <u>Licensee Remedies</u>. Upon default by City of this License, Licensee may do any one or more of the following:
- 1. Cancel the License in its entirety after 30 days prior written notice to the City.
- 2. Any other remedy that Licensee may have under law or equity.

VI. Termination of License.

- A. Removal. Within 90 days of the expiration or earlier termination of the License, Licensee shall remove the Licensee Equipment and MMS and repair or restore any damage to the Premises resulting therefrom, normal wear and tear excepted. City shall have the right to re-enter and take possession of the Premises upon expiration of the 90 day period with or without process of law.
- B. Holding Over. If upon expiration of the Term, and following expiration of the removal period provided in Section VI(A) above, should Licensee hold over the use of or continue to occupy the Premises or any part thereof after the termination of the letting, the holding over shall be deemed merely a tenancy from month to month upon a monthly rental in an amount equal to one hundred ten (110%) percent of the Access Fee existing at the end of the License Term and subject to the annual escalation as provided for in Part I, Section 5(d).
- C. <u>Waiver</u>. No acceptance by City of the rent and charges or other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Licensee, other than the default in the payment thereof, shall be

deemed a waiver of any right on the part of City to cancel or terminate this License on account of such default. No waiver by City at any time of any default by Licensee shall be or be construed to be a waiver at any time thereafter by City of any other or subsequent default in performance of any terms, conditions, covenants and no notice by City shall be required to restore or revive time as of the essence hereof after waiver by City of default in one or more instances.

D. Waiver of Redemption and Damages. Licensee hereby waives any and all rights or redemption granted by or under any present or future law or statute arising in the event it evicted or dispossessed for any cause or in the event City obtains or retains possession of the Premises in any lawful manner. Licensee further agrees that in the event the manner or method employed by City in reentering or regaining possession of the Premises gives rise to a cause of action in Licensee for damages or in forcible entry and detainer under the laws of the State of Missouri, then the total amount of damages to which Licensee shall be entitled to in any such action shall be the sum of One Dollar (\$1.00) and Licensee agrees that the provisions of this section may be filed in any such action as its stipulation fixing the amount of damages to which it would be entitled therein.

E. Termination from Taking. If during the term of this License there shall be a taking of the whole or substantially all of the Premises, this License shall terminate and expire on the date of such taking and the rent payable hereunder shall be equitable apportioned and paid to the date of such taking. "Substantially all of the Premises" shall be deemed to have been taken if the untaken part of the premises shall be insufficient for the economic and feasible continued operation of the Licensee's business in connection therewith.

F. <u>Personal Property not Removed</u>. Any personal property of Licensee which shall remain in or on the Premises after the

removal period provided in Section VI(a) above may, at the option of City, be deemed to have been abandoned by Licensee and either may be retained by City as its property or be disposed of, without accountability, in such manner as City may see fit, or if City shall give written notice to Licensee to such effect, such property shall be immediately removed by Licensee at Licensee's sole cost and expense.

VII. Quiet Enjoyment.

Upon payment by Licensee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Licensee's part to be observed and performed, Licensee shall peaceably and quietly hold and enjoy the Premises for the term demised without hindrance or interruption by City or any other person or persons lawfully or equitable claiming, by, through or under the City, subject, nevertheless, to the terms and conditions of the License.

VIII. Environmental Requirements.

A. Licensee hereby covenants and agrees to comply in all material respects with all-Laws applicable Environmental and Regulations in connection with its use and occupancy of the Premises, or its operations of the facilities. For purposes of this License, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid

Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; Comprehensive the Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Ouality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.: and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all Missouri State environmental protection, superlien and environmental clean-up statutes, implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

B. Review of Environmental Documents. Licensee, at request of City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Licensee has prepared pursuant to any environmental law or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental issues or environmental laws and are pertinent to the Airport or the Premises. If any environmental law requires Licensee to file any notice or report of a release or threatened release of Hazardous Materials on under or about the Premises or the Airport, Licensee shall provide a copy of such report or notice to City and, to the extent practicable, shall receive the approval of City prior to submitting such notice or report to the appropriate governmental agency. To the extent that any document, material, notice or report subject to this paragraph is either privileged or subject to a claim for confidential treatment, Licensee may redact such privileged or confidential information. Upon reasonable request by

City, unredacted versions of the document, material, notice or report shall be promptly provided.

- Access for Environmental Inspection. City shall have access to the Premises to inspect the same in order to confirm Licensee is using the Premises in accordance with all of environmental laws. Any tests shall be conducted by qualified independent experts chosen by Licensee and subject to City's approval. Licensee shall provide copies of reports from any testing to City upon receipt. To the extent that any report subject to this paragraph is either privileged or subject to a claim for confidential treatment, Licensee redact any such privileged confidential information. Upon reasonable request by City, unredacted versions of the document, material, notice or report shall be promptly provided.
- D. Environmental Noncompliance. If Licensee fails to comply with any applicable environmental laws, City, in addition to its rights and remedies provided elsewhere within this Agreement, may enter the Premises and take all reasonable and necessary measures, at Licensee's expense, to insure compliance with environmental laws. City agrees to provide Licensee with copies of any claims or notice of violation of environmental laws upon receipt.
- E. Written Authorization Necessary to Store, Use or Dispose of Hazardous Materials. Licensee shall not store, use or dispose of any Hazardous Materials on the Premises unless Licensee first secures the written authorization of City and complies with any conditions City may impose, including the submission to City of all Material Safety Data Sheets for the materials to be stored.
- F. <u>Duty to Notify City</u>. In the event of a release or threatened release of Hazardous Materials or other contaminants into the environment relating to or arising out of Licensee's use or occupancy of the Premises

or in the event any claim, demand, action or notice is made against Licensee regarding Licensee's failure or alleged failure to comply with any environmental laws, Licensee shall notify City, in writing, and shall provide City with copies of any written claims, demands, notices, or actions so made.

- G. Environmental Remediation. Licensee shall undertake such steps to remedy and remove any Hazardous Materials and any other environmental contamination that arises out of Licensee's use of the Premises that are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Contaminated Premises into compliance with all environmental laws. Such work shall be performed at Licensee's sole expense, after Licensee submits to City a written plan for completing such work and receives the prior written approval of City, which shall not be unreasonably withheld. City shall have the right to review and inspect all such work at using consultants any time representatives of its choice. Licensee shall pay the cost of such review and inspection Specific cleanup levels environmental remediation work shall be designed to meet all of the applicable environmental laws.
- H. <u>National Emission Standards for Hazardous Air Pollutants</u>. Licensee warrants that all planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.
- I. <u>Duty to Correct Hazardous or Potentially Hazardous Conditions</u>. If City reasonably determines that a condition of the Premises or other City property caused as a result of Licensee's use of the Premises is hazardous or potentially hazardous to persons or property, it may direct Licensee, in writing, to correct the condition, and Licensee, at its

expense, shall immediately comply with such directive.

J. Environmental Indemnification. addition to any indemnification set forth herein, Licensee hereby indemnifies and agrees to defend and hold harmless City, its agents, partners, officers. representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation ("Claims") arising from or attributable to (i) the presence due Licensee's handling, generation, processing, manufacturing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for incinerating, recovery, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials ("Management") at the Airport or the subsurface thereof or the violation of any environmental laws due to Licensee's Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to Licensee's Management at the Airport or violation of any environmental laws), or (ii) any breach by Licensee of any of its warranties, representations or covenants in this Section. Licensee's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof. Notwithstanding the foregoing and any other provision in this Agreement, Licensee shall not be liable for any

environmental condition, including the release of Hazardous Materials, that existed before the commencement of Licensee's activities under this Agreement, or that otherwise do not result from the actions or failure to act of Licensee.

K. **Definitions**. For purposes of this Section, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-produce constituent as defined in any environmental law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, byproduce material and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 et seq.; any "Hazardous Waste" as defined by the Missouri Hazardous Waste Management Law, Mo.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

IX. 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. **Licensee's Agents** means Licensee's officers, employees, sublicensees, subcontractors, successors, assigns, invitees, and other agents.

- 3. City means City, its Agencies, its agents, officials, officers and employees.
- A. Licensee'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 insurance that Licensee is required to procure and maintain under this Contract. Licensee affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- B. Licensee shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Licensee or Licensee's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Licensee is not obligated under this Section to indemnify City for the sole negligence of City.
- C. 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.

X. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage of the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-insured Retention are unacceptable to City unless the City approves in writing the Self-Insured Retention. (City approval of such Self-Insured retention is appended hereto as Exhibit 1).

- 1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate written on an "occurrence" basis including:
 - (a) Severability of Interests Coverage applying to Additional Insureds
 - (b) Contractual Liability.
 - (c) Additional Insured Endorsement, ISO form, or its equivalent.
- 2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of: Workers' Compensation Statutory, Employers Liability Insurance with limit of no less than \$1,000,000 each accident for bodily injury and \$1,000,000 disease-each employee/disease-policy limit or disease.
- 3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 combined single limit each accident for bodily injury and property damage covering owned, hired, and non-owned automobiles used in connection with this Agreement.
- Where applicable, Vendor and/or Consultant shall procure and maintain for the duration of the contract Telecommunications, Media & Technology Errors & Omissions including Network Security and Cyber Liability insurance with limits of \$2,000,000 per claim and aggregate against claims for security breaches, system failures, security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from

or in connection with the performance of the work hereunder by the Vendor, or its employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

- A. 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 included as additional insureds as their interest may appear for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing and blanket additional insured endorsement. 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.
- B. 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.
- C. Contractor'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 Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.
- D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or

- defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
- E. All Risk Property Insurance on all of the improvements on the Premises (now or hereafter existing) or used in connection therewith against any loss or damage by fire, flood, earthquake and other or any casualties or peril, and all other perils as are included within what is commonly known as "all risk coverage in amounts sufficient to prevent City from being or becoming a co-insurer within the terms of the policy or policies in question and in no event less than the full replacement cost value thereof, exclusive of the cost of foundations, excavations, and footings below the lowest basement floor, and without any deduction being made for depreciation.

XI. Improvements and Modifications.

Tenant Modification Agreement. Except as otherwise provided in the License or as provided in the plans attached as exhibits to this License, no improvements, structures, facilities, alterations or additions to the Premises will be made by Licensee without prior written approval of the Director. This approval shall be in the form Aviation Department separate Telecommunications Permit which is further detailed in the Tenant Modification Requirements, a copy of which is attached hereto as Exhibit G through the Aviation Department's Engineering Division signed by City and Licensee. The Tenant Modification Form may have requirements for payment and performance bonds, Minority/Women's prevailing wage, Business Enterprise participation, Federal Aviation Administration review, among other conditions. City agrees to review any request for improvements structures, facilities, alterations or additions to the Premises and respond to Licensee's request within forty-five (45) days of receipt.

- B. Mechanic's/Materialman's Liens. Licensee will not permit any mechanic's or materialman's or any other lien to be placed upon the Premises or the Licensehold, or the equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman.
- C. <u>Removal of Fixtures</u>. If Licensee is allowed to remove any fixtures or improvements when this License terminates, it will do so at its expense and will restore the Premises to its original condition prior to installation of the fixtures or improvements.

XII. City Requirements.

- A. <u>Gratuities and Kickbacks</u>. The provisions of City's Code Section 2-1765, prohibiting gratuities to City employees, and kickbacks by subcontractors, and Code Section 2-1770 and 2-1771, imposing sanctions for violations, shall apply to this License. (Code § 2-1765)
- 1. Gratuities. Licensee certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.
- 2. <u>Kickbacks</u>. Licensee certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Licensee or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

- B. Conflicts of Interest. The provisions of City Charter Section 472 and City's Code Sections 2-1015 and 2-1764, prohibiting city officers and employees from having a financial or personal interest in any contract with City, and Code Sections 2-1016 and 2-1770, imposing sanctions for violations, shall apply to this License. Licensee certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this License, 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 Licensee in this License.
- C. Prohibition Against Contingent Fees. The provisions of City's Code Section 2-1766, prohibiting the retention of persons to solicit contracts for contingent fees, and Sections 2-1770 and 2-1771, imposing sanctions for violations, shall apply to this License. Licensee certifies that no person or selling agency has been employed or retained to solicit or secure this License upon an understanding agreement for commission, percentage, brokerage or contingent fee, excepting bona fide employees bona fide or established commercial or selling agencies maintained by Licensee for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this License without liability or, at its discretion, to deduct from the License price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Code § 2-1766)
- D. If in this License the City is committed to the expenditure of \$5,000 or more in return for goods or services, then Licensee shall comply with City Code Chapter 46, Noise Control. (Code § 46-92).
- E. <u>Earnings Tax/Occupational License</u> <u>Clearance</u>. As a condition precedent to approval of this License if over \$131,000,

- Licensee shall furnish the City sufficient proof from City's Commissioner of Revenue, dated not more than 60 days before the date furnished to the City, that it is not delinquent for any City earnings or occupational license taxes, including withholdings from its respective employees.
- F. Records/Audit. The City Auditor, City's Director of Civil Rights and Equal Opportunity and the Aviation Department shall have the right to audit this License and all Licensee's books, documents and records relating thereto, and such books, documents and records will be made available on thirty (30) days written notice. Licensee agrees to maintain its books, records and documents relating to this License during the License term and for three (3) years thereafter.

XIII. Miscellaneous Provisions.

- A. <u>Headings</u>; <u>Construction of License</u>. The headings of each section of this License are for reference only. Unless the context of this License 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.
- B. Merger. This License, including any referenced Attachments or Exhibits, constitutes the entire agreement between City and Licensee with respect to this subject matter, and supersedes all prior agreements between City and Licensee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this License.
- C. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and

federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

- D. Americans with Disabilities Act. Licensee agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR Parts 35 and 36 and 29 CFR Part 1630, as applicable and as amended from time to time.
- E. <u>Rights & Remedies Cumulative</u>. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the City may have exercised any remedy without terminating this License shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.

F. Modification.

- 1. Unless stated otherwise in this License, no provision of this License may be waived, modified or amended except by written amendment signed by City and Licensee.
- 2. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this License, shall affect or modify any term or terminology of this License and any such act, conversation or communication shall not be binding upon City or Licensee.
- G. Severability of Provisions. Except as specifically provided herein, all of the provisions of this License shall be severable. In the event that any provision of this License is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this License shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so

- dependent upon the invalid provision(s) that it cannot be presumed that the parties to this License 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.
- H. <u>Binding Effect</u>. This License shall be binding upon City and Licensee and their successors in interest.
- I. <u>Representations and Warranties</u>. City and Licensee each certify that it has the power and authority to execute and deliver this and to perform this License in accordance with its terms.
- J. <u>Compliance With Laws</u>. Licensee shall comply with all federal, state and local laws, ordinances and regulations applicable to this License. Licensee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this License.
- K. Force Majeure. Neither party shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public action superior enemy, of governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.
- L. <u>Interpretation</u>. The language of this License shall be construed according to its fair meaning, and not strictly for or against either City or Licensee.
- M. No Personal Liability. No councilman, director, officer, employee or other agent of

either party shall be personally liable under or in connection with this License.

- N. <u>Time of the Essence</u>. Time is of the essence of this License.
- O. Affirmative Action. If applicable, Licensee shall establish and maintain for the term of this License an Affirmative Action Program in accordance with the provisions of Chapter 3 of the City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 3 of the City's Code, then such failure shall be deemed a total breach of this License and this License may be terminated, canceled or suspended, in whole or in part, and Licensee may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this License.

Exhibit 1



Interdepartmental Communication

DATE:	8/9/2022			
TO:	Contract File			
FROM:	Sherri Adams, Risk Manager			
SUBJECT:	Modification of Insurance Provisions Contract Type: In Building Radio Distribution Aggreement			
	contract for construction or architectural, engineering or land surveying services is for Verizon In Building Radio Distribution Agreement			
Standard insurance provisions in City contracts require the following insurance coverages:				
Professional Liability (\$1,000,000 per claim)				
Commercial General Liability (\$1,000,000 per occurrence)				
Comme	ercial Automobile Liability (\$1,000,000 per occurrence)			
Other _				
	ng the risk factors involved in this transaction, I authorize the modification of rance coverage as follows:			
Professional L Professional L	Liability Liability limits in the amount of \$			
	General Liability General Liability limits in the amount of \$			
	Automobile Liability Automobile Liability limits in the amount of \$			
XX Other:	The City agrees to accept the Verizon self-insurance retention.			
	Docusigned by: Sherri Adams 8/11/2022			
	Risk Manager			

Part III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

I. Assurances.

A. Licensee shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Licensee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this License for which the City shall have the right to terminate this License and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.

C. Licensee warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Licensee to the general public.

D. As part of the consideration of this License, Licensee does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this License, the Covenant is hereby made a covenant running with the land for the term of the License, and is judicially enforceable by the United States.

E. As part of the consideration of the License, Licensee does hereby covenant and agree that:

- No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
- In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- That the Licensee will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.

In this License, the Covenant is hereby made a covenant running with the land for the term of the License, and is judicially enforceable by the United States.

- F. The foregoing discrimination covenants are a material part of this License and for breach thereof the City shall have the right to terminate this License and to reenter and repossess the Premises and facilities thereon, and hold the same as if said License had never been made. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- G. Licensee agrees to insert the foregoing six provisions (A-F) in any License by which Licensee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

- H. Licensee agrees that it will undertake an affirmative action plan in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Licensee assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Licensee further agrees that it will require its suborganizations covered to provide assurances to Licensee that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.
- I. The City reserves the right, but is in no way obligated to Licensee, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Licensee, and without interference or hindrance from Licensee.
- J. The City reserves the right, but is in no way obligated to Licensee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Licensee in this regard.
- K. Licensee acknowledges that this License is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.
- L. The License is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.
- M. Licensee agrees to comply with the notification and review requirements of

- Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Licensee covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Licensee.
- N. Licensee, by accepting this License, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the abatement of such interference, all at the expense of Licensee.
- O. Licensee acknowledges that nothing contained in this License shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).
- P. This License and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

II. Right to Amend.

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Licensee agrees to consent to such amendments, modifications, revisions,

supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

III. Immigration Reform and Control Act of 1986.

Licensee understands and acknowledges the applicability of the IRCA to it. Licensee agrees to comply with the provisions of IRCA as it applies to its activities under this License and to permit the City to inspect its personnel records to verify such compliance.

IV. Disadvantaged Business Enterprise Requirements.

To the extent that this License is covered by 49 CFR Part 23, Subpart F, Licensee agrees that this License is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Licensee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any License covered by 49 CFR Part 23, Subpart F.

Licensee agrees to include the foregoing statement in any subsequent License that it enters and cause those businesses to similarly include said statement in further agreements.

V. Restricted Areas/Security.

Licensee will comply with any and all applicable present and future rules. regulations, restrictions, ordinances. statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Licensee shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Licensee shall fully comply specifically with 49 CFR Part 1540 - Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 - Aircraft Operator Security: Air Carriers and commercial Operators (if Licensee is an air carrier); and 49 CFR Part 1546 - Foreign Air Carrier Security (if Licensee is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation

Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Licensee agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Licensee shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Licensee that Licensee is not authorized to engage in or perform under this License unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Licensee, its officer, employees, invitees or Licensees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Licensee shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Licensee in writing of any claimed violations so as to permit Licensee an opportunity to participate any investigation in proceedings.

VI. General Civil Rights Provisions.

The Licensee agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Licensee from the bid/RFP 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.

If, Licensee transfers its obligation to another, the transferee is obligated in the same manner as the Licensee. This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee and the airport remains obligated to

the Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 13 Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

VII. Civil Rights-Title VI Assurances.

Title VI Solicitation Notice:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into this advertisement. pursuant to disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

<u>Compliance</u> with <u>Nondiscrimination</u> Requirements

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

- Compliance with Regulations: The Licensee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The Lessee/ 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 retention of subcontractors, including procurements of materials and leases of equipment. The Lessee/ Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 3. Solicitations for subcontractors, Including Procurements of Materials 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 Nondiscrimination Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The Licensee 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 City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts and Authorities and instructions. Where any information required of a Licensee is in the exclusive possession of another who fails or refuses to furnish the information, the Licensee will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Licensee's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Licensee under the contract until the Licensee complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

- 6. Incorporation of Provisions: The Licensee will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Licensee will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Licensee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Licensee may request the City to enter into any litigation to protect the interests of the City. In addition, the Licensee may request the United States to enter into the litigation to protect the interests of the United States.
- 7. For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

VIII. 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 Federalaid 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 and entities, public private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented Department Transportation of regulations at 49 CFR parts 37 and 38:
- The Federal Aviation Administration's Nondiscrimination 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 discrimination origin includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that persons LEP have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 23
- 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).
- IX. Additional Records Requirements. In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.
- X. Clean Air and Water Pollution Control. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the City immediately

upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

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

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

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

XIII. 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

XIV. 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 Contractor must provide a work text. 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 compliance subcontractor's 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 directly U.S. requirement with the Department of Labor - Occupational Safety and Health Administration.

EXHIBIT G

AVIATION DEPARTMENT

TENANT MODIFICATION REQUIREMENTS

18 KCI Airport – DAS Location Code – _____

KCAD Contract Number: 6222100049



TENANT MODIFICATION REQUIREMENTS

Kansas City International Airport (MCI)

Project Manager:

Phone:

Email:

RESPONSIBILITIES OF TENANT

- 1. The Tenant shall not begin any work on the modifications described in the Scope of Services (Attachment 1) until the Kansas City Aviation Department (KCAD) has (1) reviewed and approved plans and (2) issued a Notice to Proceed. Tenant as used herein refers to any party occupying the Airport Property as a licensee or lessor.
- 2. The Tenant shall comply with the City's Affirmative Action policy as follows:
 - Affirmative Action. Contractor shall establish and maintain for the term of this Project an Affirmative Action Program 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. Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed or religion, ancestry or national origin, sex, handicap or disability, age, familial status, marital status, or sexual orientation, in a manner prohibited by Chapter 3 of City's Code. City has the right to take action as directed by City's Human Relations Department to enforce this provision.
- 3. The Tenant will obtain all necessary permits required by the City Planning & Development Department and provide copies to the Aviation Department.
- 4. The Tenant will notify Aviation Department Planning & Engineering Division prior to any building inspections by the City Planning & Development Department.
- 5. The Tenant will notify Aviation Department Planning & Engineering Division of any modifications to the construction documents. All modifications must be approved by Aviation Department Planning & Engineering Division prior to the work being performed.
- 6. The Tenant will include Aviation Department Planning & Engineering Division in all construction meetings following approval of final submittals. Said meetings will include representatives from the Tenant, Contractor, Aviation Department Planning & Engineering Division, Aviation Department Operations Division, as well as any neighboring tenants which may be affected by the construction.
- 7. The Tenant will notify Aviation Department Planning & Engineering Division in writing upon completion of construction.
- 8. The Tenant shall provide one set of hard copy as-built drawings, one set of electronic as-built drawings, and all associated CADD files to the Aviation Department Planning & Engineering Division upon completion of this project.
 - a. The hard copy version of the As-Builts shall include:
 - (1) The prime contractor's Red-lined changes to the bid set plans in association with their trade
 - (2) The subcontractor's Red-lined changes to the original bid set plans in association with their trade
 - b. The electronic version of the As-Builts shall include:
 - (1) The electronic conversion of the prime contractor's Red-lined changes to the bid set plans made by the lead design professional of the project
 - (2) The electronic conversion of the subcontractor's Red-lined changes to the bid set plans made

by the associated sub-consultants of the project

- c. Included in the Tenant Modification is the official KCAD accepted electronic version of AutoCAD. (Attachment 2)
- d. Tenant shall send the As-Builts to the KCAD project manager before final acceptance of the project is granted.
- 9. Use of Premises. Interruption of the operations of the Airport shall be kept to an absolute minimum. The Contractor shall plan and perform all work under this Contract so as not to interfere with normal airport operations.
 - a. The Contractor, at its own cost, shall make all arrangements for all electrical power required prior to the acceptance of the work.
 - b. The Contractor shall confine its apparatus, its workmen, and its route of access to the work area to the limits shown on the drawings or to the directions of the Director of Aviation. The Contractor must provide its own storage for equipment and materials to be used on the job site in the area designated by the Director of Aviation. Only Tenant's and Contractor's work vehicles will be permitted on the work area. The Contractor's employees' vehicles shall be parked only in the area designated by the Director of Aviation.
 - c. The Contractor shall not allow the area of the work to become littered with trash, waste materials or debris, but shall maintain it in a neat and orderly condition. The Contractor shall remove debris continuously so that no large amount of debris will accumulate. Debris shall be disposed of by hauling away from the site to an appropriate landfill off the airport at the end of each working day.
 - d. The Contractor shall protect all areas of work performed under this Agreement from damage, including damage caused by weather conditions, and Contractor shall replace or repair any damaged portions to the satisfaction of the Director of Aviation.
 - e. The Contractor shall be responsible for the preservation of public and private property in and adjacent to the work area. Contractor shall be responsible, during the prosecution of the work, for all damage or injury to property of any character, or to persons, resulting from any act, omission, neglect or misconduct in its manner or method of executing the work. Contractor shall restore such property at its own expense to a condition equal to that existing before such damage or injury by repairing, rebuilding or otherwise restoring such property, as it may be directed, or shall make restitution for such damage or injury in an acceptable manner. In case of a failure on the part of the Contractor to restore such property or to make good such damage or injuries, the Director of Aviation, upon 48 hours written notice to the Tenant, may repair, rebuild or otherwise restore such property as the Director may deem necessary, and the cost thereof will be the responsibility of the Tenant under this Contract.
 - f. The Contractor is advised that the Director of Aviation shall have the authority to use such areas of the completed or partially completed work for such periods of time as required to maintain airport operations during emergencies. The Contractor shall cooperate by providing access and shall maintain such area during its use by the City.
 - g. A representative authorized to act for the Contractor shall be continually present at the site of the work while work is in progress.

10. Health and Safety Requirement

a. The Contractor shall furnish, erect, and maintain all safety devices required for the protection of persons, property, and operations on the Airport. The Contractor shall take all necessary

precautions to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes, and the directions of the Director of Aviation.

- 11. If applicable, the Tenant will display the field card issued by Aviation Department Planning & Engineering Division, in a prominent manner on the public side of the construction barriers.
- 12. The Tenant shall submit evidence of the contractor's required insurance through completion of this project to the Aviation Department in accordance with the City's insurance policy as follows:
 - a. Tenant shall insure its Contractor shall procure and maintain in effect throughout the duration of this Project insurance coverage not less than the types and amounts specified in this section. Policies containing a Self-Insured Retention will be unacceptable to City unless City approves in writing the Contractor's 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) Contractual Liability;
 - (c) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000;
 - (d) No Contractual Liability Limitation Endorsement; and
 - (e) Additional Insured Endorsement, ISO form CG20 10, or its equivalent.
 - (2) Workers' 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 per occurrence, covering owned, hired and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles on the Airport, as to acts done in connection with the Contract, by Tenant's Contractor.
- (4) If applicable, Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.
- (5) Property Insurance upon the work at the site in the amount of the full replacement cost thereof. This insurance shall:
 - (a) include the interests of CITY, CONTRACTOR, Subcontractors, and any other persons or entities identified herein, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured:
 - (b) be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and materials and equipment in transit, and shall insure

against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, damage caused by frost and freezing, and such other perils as may be specifically required by the Contract documents;

- (c) be maintained in effect until final payment is made unless otherwise agreed to in writing by CITY with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.
- (d) CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others involved in the Work to the extent of any deductible amounts that are identified in the Contract documents. The risk of loss within such identified deductible amounts, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- b. 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. The Commercial General, [and] Automobile Liability, [and Property] 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. Contractor shall provide prior to issuance of the Notice to Proceed a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City form furnished in Attachment 3 or its equivalent.
- c. 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.
- d. Regardless of any approval by City, it is the responsibility of Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order Tenant to immediately stop work and, upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of the Lease Agreement as provided for therein and by law.

13. Bonds and Surety -

□ Required □ Reserved

Contractor shall furnish a Payment Bond to City on City furnished forms, Attachment 4, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and guaranteeing the payment of all obligations as provided in RSMo. 107.170. Surety must be:

- a. Approved by the Finance Department;
- b. Qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570;
- c. Licensed by the State of Missouri to do business in the State of Missouri; and
- d. Retain an A.M. Best rating of A- or better.

14.	Exc	avation Permit –			
		Required Reserved			
	The Contractor, before any excavation, shall secure from Aviation Department – Planning & Engineering Division a signed excavation permit showing the approximate location of known existing utilities in the area (Attachment 5). The Aviation Department does not guarantee that all utilities are shown and, therefore, the Contractor shall assume all risks in protecting and locating the utilities.				
15.	Cer	tification of Occupancy –			
		Required Reserved			
	Cer	Tenant shall provide Aviation Department – Planning & Engineering Division with a coptification of Occupancy issued by the entity representing the Kansas City Building Institution.	•		
16.	For	m 7460-1 –			
		Required Reserved			
	Alto	proponent/developer shall file an on-line Form 7460-1, Notice of Proposed Construction. The Form 7460-1 must be submitted a minimum of 45 days prior to the start date posed construction or alteration. The FAA's Obstruction Evaluation/Airport Airspace AGAAA) website can be accessed at https://oeaaa.faa.gov/oeaaa/external/portal.jsp .	e of the		
		According to standards of Federal Aviation Regulation (FAR) Part 77, Subpart B- No Construction or Alteration, the established airspace evaluation areas and height zoning rest are intended to protect the public health, safety and welfare by insuring that any produced development will not cause interference with air traffic using the runways for visual instrument approaches at the Kansas City International Airport.	rictions roposed		
	b.	The Form 7460-1 must be submitted if the proposed development meets any of the follow	ing:		
		(1) is more than 200 feet in height above the ground level at its site			
		(2) is located within 20,000 feet of the Kansas City International Airport and exceeds surface from any point on the runway (see Attachment 6 for airspace evaluation area			
		(3) will emit frequencies, and does not meet the conditions of the FAA Co-location Polic(4) when requested by the City of Kansas City or the Federal Aviation Administration (F	-		
	c.	Furthermore, if the proposed development is located in an area where the Kansas City Internation (Alarport height zoning restrictions apply (see Chapter 6, Code of Ordinances, Ordinar 040342), the proponent/developer shall also file an on-line Form 7460-1, Notice of Proconstruction or Alteration.	nationa nce No		
	d.	The proponent/developer shall comply with any/all relevant guidelines of FAA Advisory (AC) 70/7460-1, Obstruction Marking and Lighting, as amended.	Circula		
17.	Tel	ecommunications Permit –			
		Required Reserved			
	Pla of s	Contractor, before any material or design changes, shall secure from the Aviation Department & Engineering Division a signed telecommunications permit showing the approved louch proposed additions or changes to the existing system or installation. (Attachment 7 stractor shall assume all risks in protecting and locating all utilities.	cation		

SECURITY REQUIREMENTS

- 18. Security Control Procedures and Security Identification Display Area (SIDA) Access Policy Kansas City International Airport
 - a. In compliance with Part 1542 of the Transportation Security Regulation, the Airport has adopted and put into use facilities and procedures designed to provide for the safety of persons and property traveling in air transportation and intrastate air transportation against acts of criminal violence and aircraft piracy. CONTRACTOR, and each of its Subcontractors, shall comply with all Kansas City International Airport Security Control Procedures and the Security Identification Display Area (SIDA) Access Policy.

Security Control Procedures are identified in Document 01150 (Reference Attachment 8). Document 01150 is a part of these Contract Documents and will be strictly enforced throughout the duration of the Work.

19. Vehicular Airport Operations Area (AOA) Regulations – Kansas City International Airport

It is necessary that in the interest of safety, uniformity, to allow for the maximum free movement of aircraft and to reduce the likelihood of an accident, the Kansas City Aviation Department has established Vehicular Airport Operations Area (AOA) Regulations.

- a. No person shall operate any motor vehicle on the AOA without a valid state operator's license. The person must also have a current Airport AOA driver's license unless he is being escorted by a person with both.
- 20. In addition to having a current, valid state issued operator's license, all operators of unescorted vehicles on the airfield are required to enroll and satisfactorily pass the Airport AOA License Class and be knowledgeable of the information in Airport Ground Vehicle Operations Manual. Failure to comply with any airport driving regulations will result in penalties, which could result in the loss of driving privileges on the AOA.
- 21. Kansas City Aviation Department Vehicle Inspection and Safety Program

The Kansas City Aviation Department (KCAD) has developed a Vehicle Inspection and Safety Program administrated by the Airport Operations Division. The program establishes guidelines and procedures for issuing permanent and temporary Airport Operations Area (AOA) permit decals for all non-escorted motorized driven vehicles and all aircraft fuel carts governed by National Fire Protection Agency (NFPA) 407 operating on the AOA. The KCAD Vehicle Inspection and Safety Program (Reference Attachment 9) will be strictly enforced throughout the duration of the Work.

RESPONSIBILITIES OF CITY

- 1. Aviation Department Planning & Engineering Division will provide, as appropriate, the tenant a copy of KCAD design standards.
- 2. Assist the Tenant by placing at its disposal available information relative to the Project.
- 3. Examine all studies, reports, sketches, estimates, specifications, drawings, and other documents presented by the Tenant and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Tenant.
- 4. Designate a person to act as the City's representative with respect to the work to be performed under this project. Such representative shall have authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this project.
- 5. Give prompt written notice to the Tenant whenever the City observes or otherwise becomes aware of any defect in the Project.
- 6. Assist the Tenant in obtaining approval of governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.





Attachment 1

Scope of Services





Attachment 2

KCAD CADD Standards

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.

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 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

 <u>CADD Software</u> - 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 <u>Exceptions</u>. KCAD is <u>not</u> responsible for converting files.

III. Sheet Organization

- <u>Title block/border</u> 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.
- <u>Cover Sheet</u> 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 asbuilt 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.

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- <u>Electronic Sheet Files</u> 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.
- <u>File Names</u> 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

- <u>Layers</u> All AutoCAD layers will be logically named and all entities will be drawn with color by layer. AlA CADD Layer Guidelines will be accepted.
- <u>Drawing Units</u> 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.
- <u>Linestyles / Linetypes</u> All additional or custom linestyles and linetypes that are used in CADD will be required to be supplied to KCAD by the design consultant.
- <u>Consistency</u> 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.
- <u>Text</u> 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).

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Attachment 3

Certificate of Insurance Sample



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

certificate holder in lieu of such end	dorseme	nt(s)		LCONTACT	Clay (1)		
PRODUCER			CONTACT NAME:				
AGENT NAME AND ADDRESS			PHONE FAX (A/C, No, Ext): (A/C, No):				
				ADDRESS:			
						RDING COVERAGE	NAIC#
Member		No.		INSURER A: ABC IN	SURANCE C	OMPANY	
INSURED				INSURER B:			
CONTRACTOR NAME AND ADDRE	ESS			INSURER C:			
				INSURER D:			
				INSURER E:			-
00/1501050				INSURER F:			
THIS IS TO CERTIFY THAT THE POLICE			NUMBER:	AVE BEEN LOOUED TO	THE INCHES	REVISION NUMBER:	NION DESIGN
INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M. EXCLUSIONS AND CONDITIONS OF SU	REQUIF AY PERT ICH POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVI	NOF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	Section 1
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and a state of work.							
CERTIFICATE HOLDER				CANCELLATION			
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			ACCORDANCE WI				
[Address]							
Vanaga City, MO		,		AUTHORIZED REPRESE	NTATIVE		
Kansas City, MO [Zip]							





Attachment 4

Payment Bond Form



PAYMENT BOND

Draiget Number

(IIII)	Project Number _			
KANSAS CITY M I S S O U R I	Project Title			
(CONTRACTOR) a licensed to do busin		f Missouri, h	ereby bind themselves and thei	(0
OWNER (Name ar	nd Address):	AND	Kansas City, Missouri Aviation Department 601 Brasilia Avenue Kansas City, MO 64153	
(\$			a ACTOR and SURETY bind them and severally, firmly by these p	
WHEREAS,				
which Contract, inc			R <mark>for Project No</mark> t thereto, is incorporated herein b	

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNERS stating the amounts that are undisputed and the basis for

challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNERS to the use for such party. OWNERS shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.

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

IN WITNESS WHEREOF, the	e above parties have executed this instrument the day of
	CONTRACTOR Name, address and facsimile number of Contractor
	I hereby certify that I have authority to execute this document on behalf of Contractor.
	By:
	(Attach corporate seal if applicable)
	SURETY Name, address and facsimile number of Surety:
	I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.
	By:
	(Attach seal and Power of Attorney)





Attachment 5

Excavation Permit Form

Aviation Department Excavation Permit

City of Kansas City, Missouri Aviation Department – Planning & Engineering Division 601 Brasilia, Kansas City, Missouri 64153

Permit Number EP

Phone No. (816) 243-3000 Fax No. (816) 243-3071

Instructions:

Comments: _

Pr	ovide information requested in Section A. oplicable Drawings to the Aviation Departm	Follow instructions in Section B, Sign and return this permit along with ent for Approval Signature.				
	ection A					
KC	CAD Proj. No Application	Date: Date of Excavation to Begin:				
Au	uthorized Representative:	Phone:				
Co	ompany Name and Address:					
Pu	rpose of Excavation:					
		n Yeo @ (816) 243-3060 or Rod Peal @ (816) 243-3047				
Fie	eld Maintenance Division Contact (for KCI Pe	ermits): Major Davis @ (816) 243-7388 Project Manager:				
Fac	cility Maintenance Division Contact (for KCI	Permits): William Canady @ (816) 243-7353 or Timmy Dixon @ (816) 243-2243				
Pe	ermit is valid only with Aviation Departmen	t Authorized Approval Signature (below).				
Av	viation Dept. Agent:	Title:				
Ap	pproval Signature:	Date: KCAD Dwgs: Yes \square No \square				
Se	ection B					
1.	Field Verification Requirements for KC	I Airport must be met for the Utility Agencies checked below:				
	* 1-800-DIGRITE must be contacted to locate all public utilities such as gas, telephone, electricity,					
	water, sewer and other. DIGRITE ticke	number				
	* Federal Aviation Administration (FAA	A) Technical Operations must be contacted at (816) 329-2800 (Jase Jones)				
	* PrimeFlight must be contacted at (816) 338-0870 (Don Burns)				
	* Magellan Pipe Line Company must be	contacted at (913) 523-3849 (Brian Ney)				
2.	Field Verification Requirements for Dov	vntown Airport must be met for the Utility Agencies checked below:				
		* 1-800-DIGRITE must be contacted to locate all public utilities such as gas, telephone, electricity, water, sewer and other. DIGRITE ticket number				
	* Federal Aviation Administration (FAA)	Technical Operations must be contacted at (816) 329-2828 (Billie Dye)				
	* Downtown Airport Operations Manag (816) 859-7614, respectively	er or Maintenance Supervisor must be contacted at (816) 859-7611, or				
3.	Drawings must be provided to the Aviation	on Department, Engineering Division. Drawings provided must include				
	Airport location and Site Plan, and indic	ate depth and limits of the excavation(s).				
	a. Plans to be supplied to the Aviation D	epartment at the address shown above.				
	b. A minimum of three working da	ys is required to field locate Airport owned utilities.				
I, _	(name), an	authorized representative of				
		ers identified in Section B, 1. (Above) have been contacted and that excavation om all parties listed and all utilities in the area have been field located.				
Sig	gned:	Date:				
Tit	tle:	Fax No.:				

The attached reference drawings show approximate location of all known utilities.

Public Utilities, FAA Utilities, or Allied Aviation Fuel Lines may be shown on attached maps but their location does **not** represent official documentation from these agencies.

- 1. The contractor is responsible for reviewing all utility information with the excavator.
- 2. The contractor is responsible for providing protection and support of existing utilities within the area of excavation.
- 3. Pavement cuts are not allowed unless approved by the Aviation Department.
- 4. All landscaping and grass areas are to be restored to original conditions.

Guidelines for Open Excavations:

- 1. Required Excavations shall be restored to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. Every person who for any purpose makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other pubic properties, and shall leave any part or portion thereof open shall provide effective protection to the public.
- 2. All excavations in roadways shall be protected and secured in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices.
- 3. All unsupervised excavations not within roadways shall be protected and secured. The use of a protective cover over an excavation shall be installed so that it can sustain the weight of any persons and/or objects placed upon it. The cover shall be fixed to the ground so it cannot be moved. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary.
- 4. Any excavation that is not covered shall be fenced in such a way that it surrounds the entire area under excavation so as to prevent entry by any persons. The fencing shall be a minimum of 42" in height. The fence shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal site conditions.
- 5. All protective coverings and/or fences on excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.
- 6. All necessary and applicable permits shall be secured for any work contemplated on public properties before commencing any activity. In all instances the applicant agrees to perform all work in accordance with the permit and to indemnify and hold harmless the city from all liability, judgments, costs, expenses and claims growing out of damages or alleged damages, of any nature to any person or property arising out of performance or non-performance of said work or the existence of facilities and/or appurtenances thereof.

*Excavation Must Begin within 30 Days of the Permit Approval Date.



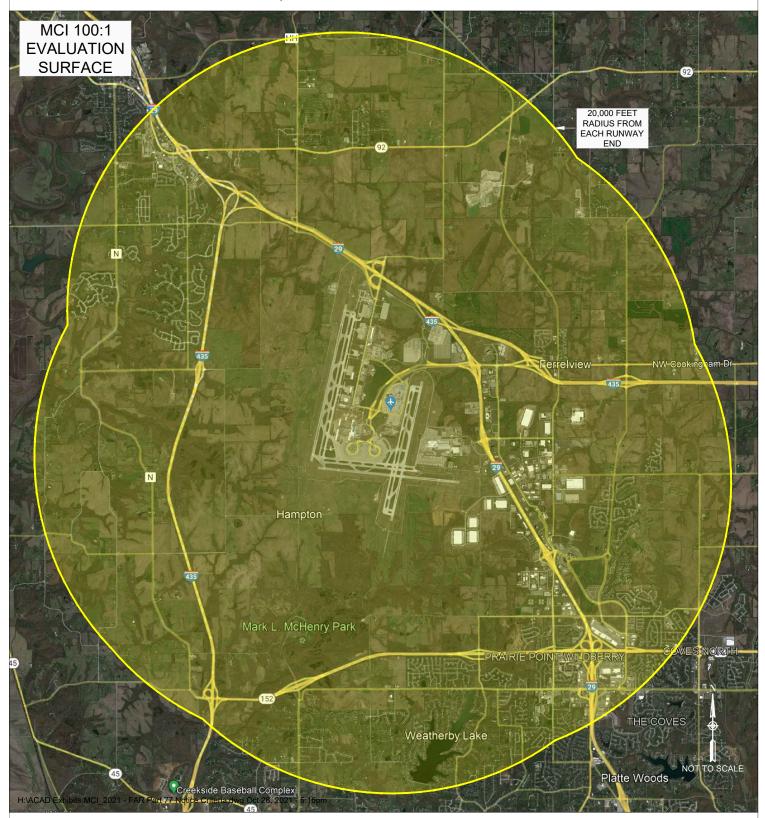


Attachment 6

Airspace Evaluation Area Map

KANSAS CITY INTERNATIONAL AIRPORT (MCI)

AIRSPACE EVALUATION AREAS FOR NEW DEVELOPMENT BASED ON FAR PART 77, OBJECTS AFFECTING NAVIGABLE AIRSPACE



Submittal of a Form 7460-1, Notice of Proposed Construction or Alteration, shall be prepared by the proponent/developer if the proposed development:

- 1. Is more than 200 feet in height above the ground level at its site, and/or
- 2. Is located within 20,000 feet of the Kansas City International Airport and exceeds a 100:1 surface from any point on the runway, and/or
- 3. When requested by the City of Kansas City or the Federal Aviation Administration (FAA).

The Form 7460-1 must be submitted a minimum of 45 days prior to the start date of the proposed construction or alteration. The FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website can be accessed at https://oeaaa.faa.gov/oeaaa/external/portal.jsp.







Attachment 7

Telecommunications Permit



Aviation Department Telecommunications Permit

City of Kansas City, Missouri Aviation Department – Planning & Engineering Division 601 Brasilia, Kansas City, Missouri 64153

Permit Number	TP
CI IIIIC I (MIIIDCI	11

Phone No. (816) 243-3000 Fax No. (816) 243-3071

Instructions:

Provide information requested in Section A. Follow instructions in Section B, Sign and return this permit along with applicable Drawings to the Aviation Department for Approval Signature. Anticipated Start Date:

Section A KCAD Proj. No. _____ Application Date: _____ Authorized Representative: _____ Phone: _____ Company Name and Address: Scope of Project: Planning & Engineering Division - Main Number: (816) 243-3030 Information Technology Division - Main Number: (816) 243-3140 Facility Maintenance Division - Main Number: (816) 243-5250 Permit is valid only with Aviation Department Authorized Approval Signature (below). Aviation Dept. Agent: _______Title: ______ _Date: _____ Approval Signature: Section B Work Elements or Impacts: Antenna/Wireless/Satellite Structural/Mechanical **Roof Penetrations** Structural Changes New Walls Demolition Land Disturbance Fiber/Telecom/IT Paving Security/CCTV Doors Electrical Fencing **Architectural Changes** Other Detail for Other: 2. Schedule and Costs: Anticipated Start Date: _____ Anticipated Completion Date: Estimated Construction Cost: 3. Application Check List Scope of Work Completed Application Drawings IT Forms KCI and/or Designee written approval of proposed changes (name), an authorized representative of acknowledge and certify that I understand the requirements stated herein, including all attached Exhibits where appropriate. Tenant guarantees that all contractors doing work in connection with this project will be paid and understand that KCAD will look to the tenant to resolve any contractor/sub-

contractor complaints and/or issues. Tenant also certifies that all contractors are qualified and OSHA certified to complete the proposed scope of work.

Signed:	Date:
Title:	Fax No.:

Comments:





Attachment 8

Airport Security Control Procedures

ATTACHMENT 8

01150 - AIRPORT SECURITY CONTROL PROCEDURES KANSAS CITY INTERNATIONAL AIRPORT (MCI)

Term Definitions

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

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

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

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

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

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

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

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

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

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

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

FAA means Federal Aviation Administration.

<u>Screening function</u> means the inspection of individuals and property for weapons, explosives, and incendiaries.

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

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

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

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

<u>Transportation Security Administration (TSA)</u> means the Transportation Security Administration.

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

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

AIRPORT SECURITY RESPONSIBILITIES

A. Tenant / Contractor Responsibility

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

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

B. Individual Responsibility

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

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

KCI will provide information regarding individual responsibilities to each employee granted unescorted access authority to the Secured Area, SIDA, and/or AOA. (Attachment 8.1)

C. Falsification

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

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

AIRPORT SECURITY OPERATIONS

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

A. Secured Areas

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

Access Control System

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

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

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

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

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

Key Custodian – An Authorized Signature Form, Attachment 8.2, must be on file in the ID Office prior to the issuance of any access control keys. The individuals listed on the form are designated as the Key Custodian and are authorized by the tenant, company or Aviation Department to request keys and/or padlocks. The Key Custodian must have a valid airport-issued identification/access badge authorized for the specific area of which the keys are requested.

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

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

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

Personally-owned vehicles are <u>not</u> authorized on the Secured Area.

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

B. Air Operations Area (AOA)

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

Access Control System

Reference Secured Areas, Access Control System, Paragraphs 1-6. In addition, access control systems for the AOA include the following: Vehicle Post Gates not electronically controlled will be secured with chain and padlocks. Separate padlocks and key sets will be issued by the Airport ID Office to each organization requiring access to specific AOA post gates. These post gates may have one or any combination of padlocks on it from different organizations, however, only up to four padlocks per each post gate are allowed. These organizations include: Aviation Department, FAA, Kansas City Power and Light, Kansas City Health Department, USDA Wildlife Services, and Missouri Public Works (MoPub). Keys will be issued to employees of these organizations on an individual basis only. All padlocks required will be issued to one individual from each organization. To receive a key or padlock, the individual must have a valid airport-issued identification/access badge authorized for the specific area of which the padlock and keys are requested. An AOA Post Access Key/Padlock Request Form, Attachment 8.5, must be presented to the Airport ID Office and include an authorized signature. The Key Custodian will use the KCI Airport AOA Access Key Issue Log, Attachment 8.6, to record keys issued to employees for the padlocks.

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

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

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

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

Personally-owned vehicles are <u>not</u> authorized on the Air Operations Area.

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

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

C. Security Identification Area (SIDA)

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

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

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

D. Accountability

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

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

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

E. Fingerprint Based Criminal History Records Check

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

For List of Disqualifying Crimes, see Attachment 8.7.

<u>Exemptions</u>: KCI will authorize the following individuals unescorted access authority upon receipt of a Certification form, Attachment 8.9:

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

Notwithstanding the requirements of TSR Part 1542.209, KCI may authorize the following individuals unescorted access authority upon receipt of a Certification form, Attachment 8.9, signed by an authorized individual:

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

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

<u>Procedures</u> – At the time of fingerprinting, KCI will provide the individual to be fingerprinted a Fingerprint Application, Attachment 8.7, acknowledging the individual does not have a disqualifying offense as well as disclosure responsibilities.

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

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

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

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

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

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

KCI will accept certification from aircraft operators for each individual seeking unescorted access authority for the aircraft operator employees and contractors under the provisions of TSR Part 1544.229. Individuals seeking unescorted access authority under these provisions must present a completed Certification form, Attachment 8.9, signed by an individual listed on the Authorized Signature form. Attachment 8.2.

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

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

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

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

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

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

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

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

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

F. Identification Systems

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

<u>Display</u> – All persons within the Secured Area, SIDA or AOA of KCI Airport will display on their person, at all times while in the area, a valid identification badge issued or approved by KCI Airport. Individuals in the Secured Area, SIDA or AOA must continuously display the identification badge issued to that individual on the outermost garment, above waist level, or be under escort by a properly badged individual. KCI Airport will provide a map of these boundaries to individuals with unescorted access authority. Attachment 8.14.

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

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

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

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

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

Each Airline Manager is required to complete an Application form, Attachment 8.10, for each temporary badge assigned to them. The Airline Manager is responsible for the control and accountability of the airline temporary badges assigned their respective airline.

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

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

<u>Application</u> – Prior to the issuance of any KCI Airport identification/access badge, each tenant/company must have an Authorized Signature Form, Attachment 8.2, on file in the Airport ID Office. The following documents are required to be presented at the Airport ID Office as specified:

- Airport ID Office personnel must verify the identity of the individual through 2 forms of identification prior to fingerprinting and ensure the printed name on the application is legible. At least one of the two forms of identification must have been issued by a government authority, and at least one must include a photo.
- Application form, Attachment 8.10 must be completed, and signed by the applicant and an individual listed on the respective Authorized Signature Form. The employer of the individual for whom the badge is being requested must make applications for badges. Please refer to the instructional document entitled, "Step-by-Step Procedures for the Completion of the KCI Airport ID Badge / Proximity Card Application (Attachment 8.10)", which is located at the end of this document.
- Fingerprint Application, Attachment 8.7 must be completed and signed by the applicant or present a Certification form, Attachment 8.9, signed by an individual listed on the Authorized Signature Form.
- Certificate for Reassigned or Temporarily Assigned Airline or Tenant Employees form, Attachment 8.12 - must be completed and signed by those individuals who have received Secured Area/SIDA training at another airport and desire to waive the training at KCI. This form includes a map and description of the Secured Area/SIDA and contains contact information for law enforcement.

• Tenant and Contractor Letter of Agreement, Attachment 8.13 - must be completed and signed by both the tenant company and the contractor company and must be on file in the Airport ID Office before any badge is issued to contract employees. This form ensures the contractor is authorized to provide services for a tenant company. The form describes requirements for deposits, badges not returned, and badge renewals. The project completion date listed on the form will be the badge expiration, not to exceed 24 months.

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

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

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

G. Training

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

Individual Responsibilities Identification / Access Badges

Kansas City International Airport (MCI)

Under the provisions of 49 CFR 1540.101, individuals shall be held responsible and personally accountable for all security violations described in 49 CFR 1540.103, 1540.105 and the MCI Airport Security Program. Violators may be subject to civil and/or local penalties.

- No person may tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented under 49 CFR 1540 and 1542 or the MCI Airport Security Program.
- No person may enter or be present within, a Secured Area, AOA, or SIDA or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- No person may use, allow to be used, or cause to be used, any airport-issued or airport-approved identification medium that
 authorizes the access, presence, or movement of persons or vehicles in Secured Areas, AOAs, or SIDAs in any other manner than
 that for which it was issued by the appropriate authority under 49 CFR 1540, 1542, 1544, and 1546 of the MCI Airport Security
 Program.
- Individuals in the Secured Area, AOA, SIDA or sterile area must continuously display the identification badge issued to that
 individual on the outermost garment, above waist level, or be under escort by a properly badged individual.
- Firearms/weapons are PROHIBITED in the Secured Area, AOA, and SIDA unless authorized for official business.
- Escort Procedures Persons who do not have unescorted access authority and have a need to enter a restricted area, must be under "positive" escort by a person who has a valid authorized identification/access badge. "Positive" escort means the individual providing the escort must be in the proximity of the individual(s) being escorted to the extent capable of controlling the movement of the individual(s) and ensure the individual(s) under escort is engaged in only activities for which escorted access was granted. Should the individual(s) attempt to engage in unauthorized activity, the person providing the escort should conduct a verbal challenge. Should the person providing the escort become endangered, or the escorted individual(s) is unresponsive to the verbal challenge, ACC should be notified immediately by radio or telephone. ACC will dispatch an Airport Police Officer to the reported location for appropriate action and follow-up. When an individual fails to successfully complete a Security Threat Assessment (STA) or Criminal History Records Check (CHRC), or is subsequently disqualified due to an STA or CHRC disqualifying offense, where required, the Airport may not grant the individual escorted or unescorted access to the SIDA, Secured Area, Sterile Area, or AOA.

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

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

I have read and understand the above responsibilities.	
Employee Signature	Employer
Employee Telephone Number	Date

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

Attachment 1 Revised: February 2018

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

Company Name (Print)

To request Identification / Access badges, keys, and/or padlocks, the following are the only Authorized Signatures for the above company:							
Printed Name:	Signature:	Title:	Telephone:	E-Mail:			
e Consumer mentioners		i continue vana					
Manager's Printed Name:							
Manager's Signature:							
Mailing Address:			#CONTRACTOR OF PROCESS				
Telephone Number:							
Fax Number:	*	······					
E-Mail Address:	9		- 13-1-				

Revised: April 2009

MCI AVIATION DEPARTMENT

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

REYMARK #	_ COMPANY				
ID BADGE #	SSN				
Control of a key is as significant as the control of the a Loss of a key compromises the security of the a Police at 243-5219 immediately.	of the KCI Airport Identification / Access badge. airport. Lost keys MUST be reported to Airport				
Signature of Individual Requesting Key	Date				
Signature of Authorized Signatory / Key Custodian	Date				
FOR AIRPORT II	D OFFICE USE ONLY				
Keymark #					
Number of Keys Issued					
From Key Serial #	To Key Serial #				
	Returned				
Keymark #	Date				
From Key Serial #					
Signature of Individual Returning Keys	· · · · · · · · · · · · · · · · · · ·				
Signature of ID Office Customer Service Rep	resentative Accepting Keys				

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

AOA ACCESS KEY/PADLOCK REQUEST

Kansas City International Airport (MCI)

EMPLOYEE'S NAME	SPONSOR
COMPANY NAME	PROJECT #
KEY CONTROL #	COMPLETION DATE
ID/ACCESS BADGE#	SSN
returned. Padlocks will not be removed withou and/or padlock is as significant as the control of	lost. There is no refund on keys reported lost or missing, then later at prior coordination with the Aviation Department. Control of this key of the MCI Airport ID Access badge. Loss of this key and/or padlock of this key and/or padlock will be reported to the Airport ID Office and unsecured.
Signature of Authorized Individual	Employee's Signature
Printed Name of Authorized Individual	Date
FOR AIRPORT ID OFFICE USE	
Key Serial # Padlock #	Quantity of padlocks issued
Key Returned: Co	ontrol # Date
Serial # Si	gnature

Rev.7/13/2006

AOA ACCESS KEY ISSUE LOG

Kansas City International Airport (MCI)

(Please Print)

TENANT / AGENCY		KEY CONTROL #			
KEY CUSTODIAN		DATE			
EMPLOYEE NAME	MCI BADGE #	KEY SERIAL #	ISSUE DATE	RETURN DATE	

Attachment 6

Rev.6/1/04

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CRIMINAL HISTORY RECORDS CHECK FINGERPRINT APPLICATION

Kansas City International Airport (MCI)

Name (F	Print)			
·	·	Last	First	Middle
Disqualify	ying criminal of	fenses as defined in TSR	Part 1542.209(d) and TSR 1544.22	9(d):
1. 2.		tificates, false marking of aircr ith air navigation; 49 U.S.C. 4	raft, and other aircraft registration violation	on; 49 U.S.C. 46306.
3. 4.		sportation of a hazardous mate 49 U.S.C. 46502.	erial; 49 U.S.C. 46312.	
5. 6.	Commission o	f certain crimes aboard aircra		
7. 8.		apon or explosive aboard airc se information and threats; 49		
9.	Aircraft piracy	outside the special aircraft jur	isdiction of the United States; 49 U.S.C.	. 46502(b).
10.	Lighting violati	ons involving transporting cor	ntrolled substances; 49 U.S.C. 46315.	arriara contrar (to cotablish od contrit, requirements
11.	49 U.S.C. 463	14.	·	arriers contrary to established security requirements
12. 13.	Destruction of Murder.	an aircraft or aircraft facility; 1	18 U.S.C. 32.	
14.	Assault with in	tent to murder.		
15.	Espionage.			
16. 17.	Sedition. Kidnapping or	hostage taking.		
18.	Treason.	nootago taking.		
19.		vated sexual abuse.		
20. 21.		ession, use, sale, distribution,	or manufacture of an explosive or wear	oon.
21.		ny unarmed robbery.		
23.		or intent to distribute a contro	olled substance.	
24.	Felony arson.			
25.	Felony involvir			
26.	Felony involvir a.	ng Willful destruction of prop	ertv.	
	b.		re of a controlled substance;	
	C.	Burglary;	,	
	d.	Theft;		
	e. f.	Dishonesty, fraud, or mis Possession or distribution		
	g.	Aggravated assault;	Tot stolen property,	
	ň.	Bribery; or		
07	i.			timum term of imprisonment of more than 1 year.
27. 28.		ernational airports; 18 U.S.C.	criminal acts listed in this paragraph.	
20.	Conspiracy of	attempt to commit any or the	omma dete neted in the paragraph.	
			e not been convicted or found not gears prior to the date of this applicat	guilty by reason of insanity of any disqualifying tion.
			lose to the airport operator, within or she has unescorted access auth	n 24 hours, if he or she is convicted of any ority under 49 CFR 1542.209.
provided	in good faith.		wing and willful false statement of	o the best of my knowledge and belief and is n this application can be punished by fine or
Signature	e:			Date:
Employee	Telephone Num	ber		Rev.6/1/04

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CHRC CASE #

CERTIFICATION

For

Fingerprint Based Criminal History Records Check/Criminal Records Check

Kansas City International Airport (MCI)

Emplo	yee's Name	Social Security Number
Emplo	yer	 Date
		t Operators for each aircraft operator employee and uthority to the Secured Area and SIDA under the .229.
	FEDERAL, STATE, and LOCAL GOVERNMAS a condition of employment, the employed which included a criminal records check.	MENT: ee has been subjected to an employment investigation
	by another airport operator, airport user, ai	RTED ACCESS: byed in a position requiring unescorted access authority rcraft operator, or contractor to such an entity, and the authority was based upon a fingerprint based CHRC
	contractor in a position with authority to per	ERS: mployed by an aircraft operator or aircraft operator form screening functions, and the employee's grant for on a fingerprint based CHRC through TSA or FAA.
crimina that did disqua written unesco respon	al records check as a condition of employment of not disclose the individual has been convicted lifying crimes in any jurisdiction during the 10 record of this information will be maintain ported access has been terminated. I further isibility for all fines imposed by the Transport	R Parts 1542 and 1544, the applicant has undergone a not or a fingerprint based criminal history records checked or found not guilty by reason of insanity of any of the years before the date of the individual's application. A led until 180 days after the employee's authority for a understand and stipulate the employer assumes action Security Administration upon the City of Kansas of this employee's criminal history records check.
	Authorized Signature	Date
	-	

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

EMPLOYER:	

APPLICATION IDENTIFICATION / PROXIMITY CARD

CONTRACTOR:	
SUB:	

Kansas City International Airport (MCI Category I)

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

·	•	•	Office to	obtain a badge	D NAME CHANGE ADDITIONAL CATEGORY							
Select One:	NEW	RENEWAL	LOST	DAMAGE) NAM	IE CHAN	GE	ADDI	OITI	NAL (CATEC	GORY
Full Legal Name	(Last)		(First)			(Mide	dle Nam	e)		(Full Ir	nitials)
Former / Other Names_ (Provide the Given and Su	ırname; for exai	mple: Joseph Robe	ert Doe and	Joe Bob Doe)								
Current Mailing Addres	s											
City	Please refer to	State Attachment 10 H	e	Zip	Addı	ress Coul	ntry (NCIC 2	chara	acter	abbr.)	
Daytime Telephone Nu	mber							Male o		nale		
Place of Birth Country	•			Citizenship Co	_	`						
Social Security Number		Attachment 10 H	andout - No		Date of l	Birth:		YYYY)				
For individuals who a	re not U.S. ci	tizens, provide i	the:									
Alien Registration #		9 digits)	I-94	1 Arrival / Departi	ure Form #		(11 digits	s)			
For individuals who hol and is labeled "Control		grant visa, provido	e the visa o	control number	which app	oears in th	ne top	right-ha	and c	orner	of the	visa
Non-Immigrant Visa Co	ontrol Number:	<u>.</u>										
For individuals who a	re U.S. citize	ns born abroad	or natural	ized U.S. citize	ens, provi	de:						
Passport Number					Passport C	ountry (N	ICIC 2	2-charac	ter a	bbr.)	$\overline{}$	
(Passport inform	ation is volunt	ary but may exped	dite the adj	udication proces	ss for appli	cants who	are l	J.S. citize	ens b	ا orn al	oroad.))
Certificate of Naturaliza	ition Number	Form N-550 o	or N-570, (9	OR digits) Appears o	n right side o	of the docu	ument.					
Certification of Birth Ab	road (Form DS	S-1350 or 10-digit d	ocument nu	mber, which app	ears in top ri	ight-hand o	corner	of docun	nent.	Prece	de the	10-digit

Number with DS. For example, DS 1234567890. Do not include dashes.)

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Type of	Badge (select	one): Permanent Contractor Temporary	
•	er's Company	,	
Linploy	or o company	(If the individual holds multiple identification media, a separate badge application must be co	ompleted for each employer.)
Contrac	tor (if needed)	Project Number:	
Project I	End Date:		
Compar (ny – Selected [Please refer to	Door Category Access:	reas of access needed.)
Check One	Access Lev		Badge Type
		ed Area, SIDA (Unescorted access to Secured Area and AOA.) ed Area, SIDA, Sterile Area (Unescorted access to Secured Area, AOA, & Sterile Area.)	Blue
	· ·	(Unescorted access to SIDA – cargo ramps, Post Office ramp, General Aviation ramp.)	Blue Sterile
		(Unescorted access to Sterile Areas.)	Green Violet
		s (No access to Secured Area, SIDA, AOA, or Sterile Area.)	White
		e Staff Only (ACC, TCO'S, ID Office, Taxi, Uniguard (contract Security).)	
	· ·	ea, SIDA (Unescorted access to Secured Area.)	Gray
		ea, Sterile Area (Unescorted access to Secured Area and Sterile Area.)	Yellow
	Overhaul Ba		Yellow Sterile Red
		•	Reu
Check A	All That Apply	Additional Authorities	
		Armed Law Enforcement (includes unescorted access in a sterile area)	
		Contractor	
		AOA Non-Movement Driver*(Valid Driver's License Required)	
		AOA Movement Driver*(Valid Driver's License Required)	
*Driv	er's License#	State:Expiration:	
		Authorized to Escort (based on operational need, job duties, history of any local secu	urity violations) "E"
		Authorized to Inspect (Concessionaires) "I"	
		U.S. Customs and Border Protection FIS Authorization	harriet O an Eilal O Data
		CBP Authorized Signature (Attack	nment 2 on File) & Date
		<u>IDENTITY AND WORK AUTHORIZATION</u> This Section Completed by ID Office Personnel Only – Authorized Signatories <u>Do Not</u> C	•
Authorize	ed Signatories, p	or applying for a KCI Airport-issued personnel identification badge, identity and work authoriz elease refer to accompanying handout for a list of acceptable documents. <u>The original docum</u> rinspection. KCI Airport ID Office Trusted Agent personnel will verify these acceptable documents.	nents must be presented to the
1. Docu	ment that Esta	ablish Both Identity and Employment Eligibility (from Identity & Work Authorization	Handout, List A):
	(Document Typ	verified By: (Document Number) OR (Full Name)	
2. Docu	ıment that Esta	ablish Identity (from Identity & Work Authorization Handout, List B):	
		Verified By:	
	(Document Typ	De) (Document Number) (Full Name)	
		AND	

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Verified By:

(Full Name)

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

(Document Number)

(Document Type)

Attachment 10 Revised: June 2021

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

I authorize the Social Security Administration to release my Social Security Number and full name to the Transportation Security Administration, Enrollment Services and Vetting Programs, Attention: Vetting Programs (TSA-10)/Aviation Worker Program, 6595 Springfield Center Drive, Springfield, VA 20598-6010. I am the individual to whom the information applies and want this information released to verify that my SSN is correct. I know that if I make any representation that I know is false to obtain information from Social Security records, I could be punished by a fine or imprisonment or both.

I understand and verify through my signature below there is a **\$100** charge for each badge not returned and a **\$50** charge for an expired or lost badge. If a lost badge is returned within 30 days after being reported lost or stolen and before its expiration date, the charge will be refunded. No refunds will be provided without a receipt.

I understand and verify through my signature below a \$110 deposit is required for each contractor badge prior to obtaining the badge at the Airport ID Office. The \$110 deposit will be withheld for all contractor badges not returned, expired, or lost. If a contractor badge is lost or stolen, a \$110 charge will be assessed before the contractor badge is replaced. If a lost contractor badge is returned within 30 days after being reported lost or stolen and before its expiration date, the charge will be refunded. No refunds will be provided without a receipt.

Print	Empl	loyee	Full	Name	9		Employee Signature							Date
SSN	(9 dig	gits)						Date	of Bi	irth (N	/MD[YYYC	Y)	

TSA PRIVACY ACT STATEMENT

Authority:6 U.S.C. § 1140, 46 U.S.C. § 70105; 49 U.S.C. §§ 106, 114, 5103a, 40103(b)(3), 40113, 44903, 44935-44936, 44939, and 46105; the Implementing Recommendations of the 9/11Commission Act of 2007, § 1520 (121 Stat. 444, Public Law 110-53, August 3, 2007); FAA Reauthorization Act of 2018, §1934(c) (132 Stat. 3186, Public Law 115-254, Oct 5, 2018), and Executive Order 9397 (November 22, 1943), as amended.

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

DHS will also maintain a national, centralized revocation database of individuals who have had airport-or aircraft operator-issued identification media revoked for noncompliance with aviation security requirements. DHS has established a process to allow an individual whose name is mistakenly entered into the database to correct the record and have the individual's name expunged from the database. If an individual who is listed in the centralized database wishes to pursue expungement due to mistaken identity, the individual must send an email to TSA at Aviation.workers@tsa.dhs.gov.

Routine Uses: In addition to those disclosures generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act, all or a portion of the records or information contained in this system may be disclosed outside DHS as a routine use pursuant to 5 U.S.C. § 552a(b)(3) including with third parties during the course of a security threat assessment, employment investigation, or adjudication of a waiver or appeal request to the extent necessary to obtain information pertinent to the assessment, investigation, or adjudication of your application or in accordance with the routine uses identified in the TSA system of records notice (SORN) DHS/TSA 002, Transportation Security Threat Assessment System. For as long as your fingerprints and associated information are retained in NGI, your information may be disclosed pursuant to your consent or without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses.

Disclosure: Pursuant to § 1934(c) of the FAA Reauthorization Act of 2018, TSA is required to collect your SSN on applications for Secure Identification Display Area (SIDA) credentials. For SIDA applications, failure to provide this information will result in denial of a credential. For other aviation credentials, although furnishing your SSN is voluntary, if you do not provide the information requested, DHS may be unable to complete your security threat assessment.

As of June 20, 2021, MCI notifies all individuals who have successfully completed a CHRC to obtain an airport-issued ID that individuals who violate aviation security requirements resulting in ID media revocation, will be added to the Centralized Revocation Database for a period of five years.

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

Print Employee Full Name Employee Signature Date

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SCREENING NOTICE:

Any employee holding a credential granting access to a Security Identification Display Area may be screened at any time while gaining access to, working in, or leaving a Security Identification Display Area. All Badged employees working at MCI will be enrolled into the FBI RAPBACK program.

nt Authorized Signatory's Name	Authorized Signati	ure (Attachment 2 on Fil	e)		Da
thorized Signatory's E-Mail Address		Auf	thorized Siç	gnatory's Wor	rk Telephor
	RPORT ID OFFICE USE	ONLY			
If identification badge holder will be AOA Movemen driver's license.	ıt or Non-Movement privil	eged, applicant must	present a	ા valid, state	:-issued
State of Issue: Operator's License No:		Expiration:	/	/	
Issued Badge #:					
Verified By:		Date:			
ID Badge Deactivation Date:	Reason:	// set Demograd S	t-lon No		<u> </u>
		(LOSI, Daillageu, S	lolen, mai	ne Change,)
Deactivation Date & Note Entered Into Badging Sys	stem:(Date of	f Entry)			(Initials)
Badge was UNINTENTIONALLY damaged, a replace	,	• /	badge hc	`	•
(Replacement Badge Number)	(Date)				(Initials)
Was \$50.00 or \$100.00 fee collected for badge not	returned, expired, or los	t?Was+	receipt giv	/en?	
Deactivated By:					
(Signature	re)				
				Initials	

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

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

NEW BADGES

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

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

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

- 15. Company Selected Door Category Access is required for access to various doors and post gates your employees use in the course of their duties. (Refer to the Attachment 10 Door Category Access Codes handout.) For cargo employees, always indicate Post 1.
- 16. Access Level indicates where the employee needs to go and have access to in the course of their duties. CHECK ONLY ONE BOX.
- 17. Additional Authorities indicates other privileges and access the employee may need to perform his / her job. CHECK ALL THAT APPLY. When selecting AOA Non-movement or AOA movement, the OLN (Operator's License Number), State issued, and Expiration date need to be completed for all employees who are receiving this authority. **Authorized to Escort**
- 18. If the individual applying for a KCI Airport-issued ID Badge / Proximity Card has an operational need to access the US Customs facility, Terminal C, Gate 90, check the "CBP FIS Authorization" under additional authorities. BEFORE the individual reports to the ID Office they must stop by the US Customs office to have one of the Customs Officers sign and date the Attachment 10 form. Individuals must show proof of identity. The US Customs Office is located in Terminal C at Gate 90 and is open Sunday through Saturday from 12:00p.m. to 8:00p.m. Their telephone number is 816-243-3676.

19. Identity and Work Authorization

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

- 20. The ID Office Trusted Agents will verify the acceptable original documents for authenticity, list the type of document(s), document number(s), and list their OWN name as the individual verifying the documents. The ID Office Trusted Agents will make copies of the identity and employment eligibility documents and staple the copies to the Attachment 10 document.
- 21. Line 1 is used to establish BOTH Identity and Employment Eligibility. In most cases, a passport is used. Please refer to the Identity & Work Authorization Handout, LIST A for other acceptable documents.
- 22. Line 2 and line 3 are used to establish Identity. In most cases, a valid driver's license and Social Security Card are used. Please refer to the Identity & Work Authorization Handout, LIST B for other acceptable documents.
- 23. The employee needs to read the top paragraph on page 3, PRINT FULL NAME, SIGN, and DATE the application. The employee needs to provide his / her Social Security Number (9 digits; no dashes) and Date of Birth (MMDDYYY).
- 24. The employee needs to read the "Privacy Act Notice" on page 3, PRINT FULL NAME, SIGN, and DATE the application.
- 25. The line indicating, "As an authorized signatory for my employer..." should be completed with THE SIGNATORY'S COMPANY NAME.
- 26. The authorized signatory should PRINT FULL NAME, SIGN and DATE the application.
- 27. The **authorized signatory** should print his or her **own** e-mail address and list their work telephone number. The ID Office may need to contact the authorized signatory.
- 28. Page 4 is for Airport ID Office use only.

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

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

Robin.McDaniel-Beck@kcmo.org.

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

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

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

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

- 16. Access Level indicates where the employee needs to go and have access to in the course of their duties. CHECK ONLY ONE BOX.
- 17. Additional Authorities indicates other privileges and access the employee may need to perform his / her job. CHECK ALL THAT APPLY.
- 18. If the individual applying for a KCI Airport-issued ID Badge / Proximity Card has an operational need to access the US Customs facility, Terminal C, Gate 90, check the "CBP FIS Authorization" under additional authorities. BEFORE the individual reports to the ID Office they must stop by the US Customs office to have one of the Customs Officers sign and date the Attachment 10 form. Individuals must show proof of identity. The US Customs Office is located in Terminal C at Gate 90 and is open Sunday through Saturday from 12:00p.m. to 8:00p.m.
- 19. OLN (Operator's License Number), State issued, and Expiration date need to be completed for all employees who are receiving NON-MOVEMENT or MOVEMENT AREA airfield driving privileges.

Identity and Work Authorization

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

- 20. The Identity and Work Authorization box <u>DOES</u> need to be completed for Renewals, Lost, or Damaged Badges, Name Changes and/or Additional Categories requested.
- 21. The ID Office Trusted Agents verify the acceptable original documents for authenticity, list the type of document(s), document number(s), and list their OWN name as the individual verifying the documents. The ID Office Trusted Agents will make copies of the identity and employment eligibility documents and staple the copies to the Attachment 10 document.
- 22. Line 1 is used to establish BOTH Identity and Employment Eligibility. In most cases, a passport is used. Please refer to the Identity & Work Authorization Handout, LIST A for other acceptable documents.
- 23. Line 2 and line 3 are used to establish Identity. In most cases, a valid driver's license and Social Security Card are used. Please refer to the Identity & Work Authorization Handout, LIST B for other acceptable documents.
- 24. The employee needs to read the top paragraph on page 3, PRINT FULL NAME, SIGN, and DATE the application. The employee needs to provide his / her Social Security Number (9 digits; no dashes) and Date of Birth (MMDDYYY).
- 25. The employee needs to read the "Privacy Act Notice" on page 3, PRINT FULL NAME, SIGN, and DATE the application.
- 26. The line indicating, "As an authorized signatory for my employer..." should be completed with THE SIGNATORY'S COMPANY NAME.
- 27. The authorized signatory should PRINT FULL NAME, SIGN and DATE the application.
- 28. The authorized signatory should print his or her **own** e-mail address and list their work telephone number. The ID Office may need to contact the authorized signatory.
- 29. Page 4 is for Airport ID Office use only.

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

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

Robin.McDaniel-Beck@kcmo.org.

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A

LIST B

LIST C

Documents that Establish Both Identity and Employment Authorization

Documents that Establish Identity

Documents that Establish Employment Authorization

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

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

NCIC 2-Character Abbreviations

for

Place of Birth Country / Citizenship Code Country / Passport Country

	Description:		Description:	Code:	Description:	Code:	
AA	Albania	CC	Cuba	EU	Ecuador	IE [2]	Ireland
AB	Alberta	CD [1]		EY	Egypt	II	India
AD	Andorra	CE	Campeche	EZ	Czech Republic	IL ID 4	Illinois
AE	Anguilla	CF	Chad	FA	Falkland Islands	IM	Madeira Islands
AF	Afghanistan	CG	Caroline Islands	FC	Fond du Lac	IN	Indiana
AG	Aguascalientes	CH	Chihuahua	FD	Finland	IO	Indonesia
AH	Ashmore & Cartier Islands	CI	Chiapas	FG	French Guiana	IQ	Iraq
ΑI	Antigua & Barbuda	CJ	Cambodia	FJ	Fiji	IR	Iran
AJ	Aruba	CL	Colima	FL	Florida	IS IT	Israel
AK	Alaska	CM	Cameroon	FN	France		Italy
AL	Alabama	CO	Colorado	FO	Faroe Islands	IU	Niue
AM	American Samoa	CP	Cayman Islands	FP	French Polynesia	IW	Iowa Tribe
AN	Algeria	CQ	Chile	FR	French Southern & Antartic Lands	IX	Menominee
AO	Angola	CR	Costa Rica	FS	Federated States of Micronesia	IY	Cote d'Ivoire (Ivory Coast)
AP	Armenia	CS	Cyprus	FX	Sac & Fox	JA	Japan
AQ	Azores Islands	CT	Connecticut	GA	Georgia	JE	Jersey
AR	Arkansas	CU	Coahuila	GB	Gabon	JI	Johnston Island
AS	Australia	CV	Cape Verde Islands	GC	Greece	JL	Jalisco
AT	Argentina	CW	Central African Republic	GD	Georgia	JM	Jamaica
AU	Austria	CY CZ	Ceylon (Now Sri Lanka)	GE GF	Germany	JN	Jan Mayen
AV AX	Azerbaijan	DA	Canal Zone	GG	Guernsey Ghana	JO JR	Jordan
AZ	Apache Tribe Arizona	DB	Clipporton Island	GI	Guinea	JU	Jarvis Island Juan de Nova Island
			Clipperton Island				
BA	Baja California (Northern Section)	DC	District of Columbia	GJ	Grenada	KB	Gilbert Islands (Now Kiribati)
BB	Barbados	DD	Cocos Islands	GK	Gambia, The	KC	Croatia
ВС	British Columbia	DE	Delaware	GM	Guam	KE	Kenya
BD	Bahamas, The	DF	Distrito Federal (Mexico, D.F.)	GN	Greenland	KH	Manahiki Island
BE	Bahrain/Bahrein	DG	Comoros (or Comoros Islands)	GO	Glorioso Islands	KI	Kingman Reef
BF	Bassas Da India	DH	Benin (formally Dahomey)	GP	Guadeloupe	KK	Kickapoo Tribe
BG	Belgium	DI	Cook Islands	GR	Guerrero South Georgia & South Sandwich	KN	North Korea
BH	Belize	DJ	Coral Sea Islands	GS	Islands	KO	South Korea
BI	Burundi	DK	Denmark	GT	Guatemala	KP	Shakopee
BJ	Baja California (Southern Section)	DL	Devil's Lake Sioux Tribe	GU	Guanajuato	KS	Kansas
BK	Baker Island	DM	Dominica	GY	Guyana	KT	Kazakhstan
BL	Bangladesh	DN	Djibouti	GZ	Gaza	KU	Kuwait
BM	Bermuda	DO	Durango	HD	Honduras	KW	Kiowa
BN	Bhutan	DP	Comanche Nation	HE	Heard Island & McDonald Island	KY	Kentucky
ВО	British Indian Ocean Territory	DR	Dominican Republic	HI	Hawaii	ΚZ	Kyrgyzstan
BP	Bosnia & Hercegovenia	DS	Miami Tribe	HK	Hong Kong	LA	Louisiana
BQ	Bouvet Island (Norwegian Territory)	DT	Muscogee (Creek) Tribe	HL	Hidalgo	LB	Liberia
BR	Burma British Solomon Islands (now	DV	Seneca-Cayuga Tribes	HN	New Hebrides (now Vanuatu)	LC	Mille Lacs
BS	Solomon Islands)	DW	Citizen Band Pottawatomie Tribe	НО	Howland Island	LD	Moldovia
BT	Botswana	EE	Absentee Shawnee	HR	Christmas Island	LE	Lesotho
BU	Bulgaria	EK	Equatorial Guinea	HS	Saint Helena	LF	Slovakia
BV	Bolivia	EL	El Salvador	HT	Haiti	LH	Lithuania
BW	Balearic Islands	EN	England	HU	Hungary	LI	Liechtenstein
BX	Brunei	EO	Ethiopia	IA	lowa	LL	Leech Lake Band of Chippewa
BY	Brazil	ER	Europa Island	IB	Isle of Man	LN	Lebanon
CA	California	ES	Estonia	IC	Iceland	LO	Slovenia
CB	Colombia	ET	Eretria	ID	Idaho	LP	Lac du Flambeau Band of Lake Superior Chippewa

NCIC 2-Character Abbreviations

for

Place of Birth Country / Citizenship Code Country / Passport Country

	Description:		Description:	Code:	Description:		Description:
LS	Laos	NT	Northwest Territories	RI	Rhode Island	TU	Tunisia
LT	Latvia	NU	Nicaragua	RL	Red Lake	TV	Ellice Islands
LU	Saint Lucia	NV	Nevada	RR	Montserrat	TW	Taiwan, Republic of China
LX	Luxembourg	NW	Norway	RS	Spanish Sahara	TX	Texas
LY	Libya	NX	Bonaire (Netherlands Antilles)	RU	Romania	TY	Turkey
MA	Massachusetts	NY	New York	RV	Socialist Republic of Vietnam	TZ	Tanzania, United Republic of
MB	Manitoba	NZ	New Zealand	RW	Rwanda	UC	Turtle Mtn. Band of Chipewa
MC	Michoacan	OA	Oaxaca	RY	Republic of Yemen	UG	Uganda
MD	Maryland	OC	Macao	SA	Sierre Leone	UK	Ukraine
ME	Maine	OF	Norfolk Island	SB	Saudi Arabia	UM	Mauritius
MF	Malawi	OG	Osage Nation	SC	South Carolina	UR	Turkmenistan
MG	Mongolia	ОН	Ohio	SD	South Dakota	US	United States of America
MH	Marshall Islands	OI	Okinawa	SE	Seychelles	UT	Utah
MI	Michigan	OK	Oklahoma	SF	South Africa	UV	Burkina Faso
MJ	Monaco	OM	Oman	SG	Senegal	UY	Uruguay
MK	Mariana Islands	ON	Ontario	SH	San Marino	UZ	Uzbekistan
ML	Mali	00	Otoe-Missouria Tribe	SI	Sinaloa	VA	Virginia
MM [3]	Mexico	OR	Oregon	SJ	Namibia	VB	British Virgin Islands
MN	Minnesota	OS	Oglala Sioux	SK	Seminole Nation	VC	Veracruz
MO	Missouri	OT	Oneida Tribe of Indians of Wisconsin	SL	San Luis Potosi	VI	U.S. Virgin Islands
MP	Madagascar	PA	Pennsylvania	SM	Somalia	VL	Navassa Island
MQ	Morocco	PB	Puebla	SN	Saskatchewan	VT	Vermont
MR	Morelos	PC	Pitcairn, Henderson, Ducie, & Oeno Islands	SO	Sonora	VV	Saint Vincent & the Grenadines
MS	Mississippi	PD	Palau, Rebublic of	SP	Spain	VY	Vatican City
MT	Montana	PE	Prince Edward Island	SQ	Sweden	VZ	Venezuela
MU	Mauritania	PF	Parcel Islands	SR	Singapore	WA	Washington
MV	Maldives	PG	Guinea-Bissau	SS	Scotland	WB	West Bank
MW	Midway Islands	PΙ	Philippines	SU	Sudan	WD	Wyandotte Tribe
MX	Mexico (State)	PK	Pakistan	SV	Svalbard	WE	White Earth
MY	Malta	PL	Palmyra Atoll	SW	Swaziland	WF	Wallis & Futuna
MZ	Malaysia	PM	Panama	SY	Syria	WI	Wisconsin
NA	Nayarit	PN	Ponca Tribe	SZ	Switzerland	WK	Wake Island
NB	Nebraska	PO	Poland	TA	Tamaulipas	WL	Wales
NC	North Carolina	PQ	Quebec	TB	Tabasco	WN	West Indies
ND	North Dakota	PR	Puerto Rico	TC	Trucial States (Now United Arab Emirates)	WS	Western Samoa
NE	Holland (Netherlands)	PS	Saint Pierre & Miquelon	TD	Trust Territory of the Pacific Islands	WT	Wichita Tribe
NF	Newfoundland	PT	Portugal	TE	Spratly Islands	WV	West Virginia
NG	Nigeria	PU	Peru	TF	Tuamotu Archipelago	WY	Wyoming
NH	New Hampshire	PV	Paraquay	TG	Tonga	XX	Unknown Place of Birth
NI	Northern Ireland	PW	Pawnee Tribe	TH	Thailand	YG	Yugoslavia
NJ	New Jersey	QA	Qatar	TJ	Tajikistan	YO	Mayotte
NK	New Brunswick	QR	Quintana Roo	TK	Tokelau	ΥT	Yukon (Territory)
NL	Nuevo Leon	QU	Queretaro	TL	Tlaxcala	YU	Yucatan
NM	New Mexico	RA	Russia	TM	Tromelin Island	YY	All Others
NN	Nigeria	RB	Republic of Congo	TN	Tennessee	ZA	Zacatecas
NO	New Guinea	RC	People's Republic of China	TO	Togo	ZB	Martinique
NP	Nepal	RE	Reunion	TP	Sao Tome & Principe	ZC	Surinam
NQ	New Caledonia	RF	Russian Federation	TR	Turks & Calcos Islands	ZD	Macedonia
NR	Nauru	RG	Gibraltar	TS	Nevis & Saint Christopher "Kitts"	ZI	Canary Islands
NS	Nova Scotia	RH	Rhodesia (now Zimbabwe)	TT	Trinidad & Tobago	ZM	Zambia

NCIC 2-Character Abbreviations

for

Place of Birth Country / Citizenship Code Country / Passport Country

Code: Description: Code: Description: Code: Description:

ZO Mozambique ZR Congo Kinshasa, now Zaire

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

Canadian Provinces

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

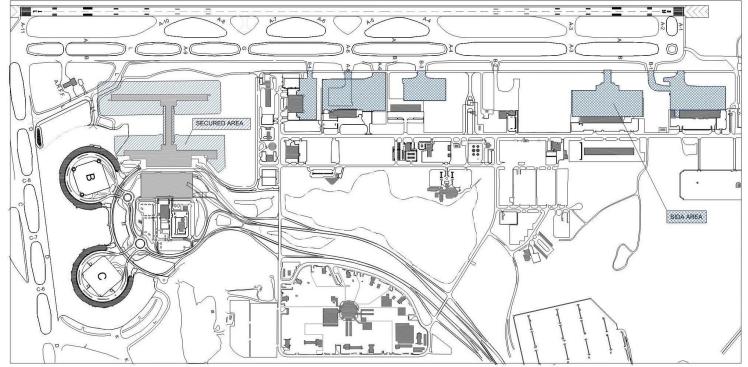
Mexican States

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

CERTIFICATE FOR REASSIGNED OR TEMPORARILY ASSIGNED AIRCRAFT OPERATOR & TENANT EMPLOYEES

Kansas City International Airport (MCI)

I, accordance with TSR Part 1542.213 at proof of training or by calling the following:	successfully completed the S	ing curriculum approve erified by the attached o	•
Training Received From:			
Telephone Number:			



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

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

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

Signature:	 	
Date:		

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TENANT & CONTRACTOR LETTER OF AGREEMENT

FOR

MCI AIRPORT IDENTIFICATION / ACCESS BADGES

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

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

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

Tenant / KCAD	Contractor Name				
Printed Name	Printed Name				
Authorized Signature	Signature				
Title	Title				
Telephone Number	Telephone Number				
Date	Date				
Project #					
Expected Completion Date					
en e	Rev. 8/18/1				

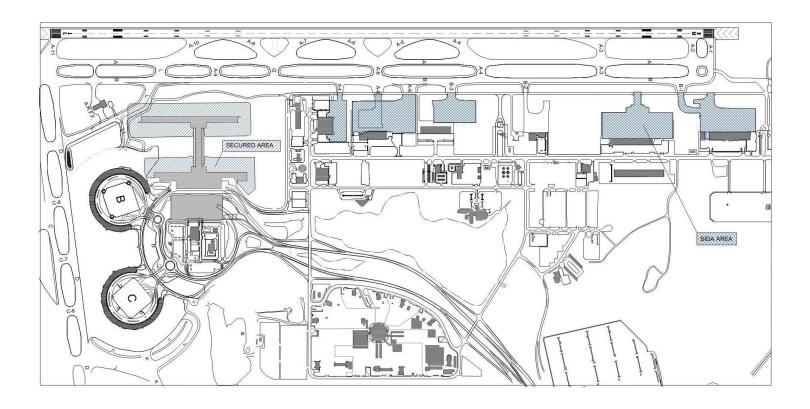
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Attachment 13

DATE SEP 2 5 2014

Secured Area/SIDA Boundaries

Kansas City International Airport (MCI)



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

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

<u>Display</u> – All persons within the Secured Area or SIDA of MCI shall display on their person, at all times while in the area, a valid identification badge issued or approved by MCI. Individuals in the Secured Area or SIDA must continuously display the identification badge issued to that individual on the outermost garment, above waist level, or be under escort by a properly badged individual.

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

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

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





Attachment 9

KCAD Vehicle Inspection and Safety Program

Section 011501 - KCAD VEHICLE INSPECTION AND SAFETY PROGRAM

Purpose

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

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

AOA locations exempt from this program include:

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

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

Motorcycles are prohibited, with the exception of law enforcement.

Types of Permits

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

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

• Permanent

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



Temporary

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



Vehicle Requirements

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

• Identification

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

• Special Lighting

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

• Required Vehicle Safety Equipment

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

Insurance

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

Signatory Airlines

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

Non-signatory airlines and all other tenants and contractors

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

Acquiring a Permit

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

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

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

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

Failure to Maintain Minimum Lighting and Safety Equipment

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

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

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



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

when repairs must be made to correct the infraction. Once the repairs are made, the owner of the vehicle will request Airport Operations to inspect the vehicle. Once inspected and passed, a new decal will be issued and affixed to the vehicle.

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

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

Audit Program

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

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

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

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