

**PLANNING PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT NO. 62220555 – AVIATION PLANNING SERVICES (MKC)**  
**CHARLES B. WHEELER DOWNTOWN AIRPORT**  
**FAA AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT NO. 3-29-0041-033-2022**  
**AVIATION DEPARTMENT**

This planning professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Coffman Associates (Planning professional). City and Planning professional agree as follows:

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

The services to be provided under this Agreement are for the following project (Project) and purpose: 62220555 – Aviation Planning Services (MKC).

**Sec. 2. Services to be performed by Planning professional.** Planning professional shall perform the following Scope of Services:

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

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

**Sec. 4. Compensation and Reimbursables.**

- A. The maximum amount that City shall pay Planning professional under this Agreement is \$1,320,968.00, as follows:

1. \$1,320,968.00 for the services performed by Planning professional under this Agreement.

**B. Method of Payment.**

1. Planning professional shall invoice City monthly setting forth the total effort expended on a lump sum basis and all actual reasonable expenses incurred and allowed under this Agreement. City, upon approving the invoice, shall remit payment.

**C. Condition Precedent to Payment.**

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

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

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

Planning professional:  
Coffman Associates  
Patrick Taylor, C.M.  
12920 Metcalf Avenue, Suite 200  
Phone: (816)-524-3500  
E-mail address: ptaylor@coffmanassociates.com

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

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

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

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Planning professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Planning professional in the completion of the work under this Agreement.
- B. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Planning professional at any reasonable time.
- C. Provide standard City forms as required.
- D. Draft a resolution for approval of the Project.
- E. Arrange for access to and make all provisions for the Planning professional to enter upon public and private property as required to perform said services.
- F. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- G. Give prompt written notice to the Planning professional whenever City observes or knows of any development that affects the scope or timing of Planning professional's services.
- H. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The City shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the Project.

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

- Attachment - Scope of Services
- Attachment - Part II
- Attachment - City licensed Geographical Information System Data
- Attachment - FAA Supplementary Contract Provisions
- Attachment - Certificate That Contractor Is Not Excluded From State or Federal Projects
- Attachment - DBE Program Instructions
- Attachment - Affidavit of Intended Utilization
- Attachment - DBE Approved Goals
- Attachment - Contractor Utilization Plan/Request for Waiver
- Attachment - Letter of Intent to Subcontract
- Attachment - Timetable for DBE Utilization
- Attachment - Request for Modification/Substitution

- Attachment - Contractor Affidavit for Final Payment
- Attachment - Subcontractor Affidavit for Final Payment
- Attachment - Certificate of Insurance
- Attachment - Authorization To Release Revenue Clearance Letter
- Attachment - Airport Security Control Procedures
- Attachment - Computer-Aided Design/Drafting (CADD) Standards
- Attachment - Electronic Format Requirements
- Attachment - Employee Eligibility Verification Affidavit
- Attachment - Subcontractor List
- Attachment - Affirmative Action Instructions
- Attachment - Guidance to Good Faith Efforts
- Attachment - Experience reference Form
- Attachment - MCI Bidders List

**Sec. 10. Subcontracting.** Planning professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List.”

**Sec. 11. Disadvantaged Business Enterprise – 49 CFR Part 26:** The Planning professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. In accordance with 49 CFR Part 26.45, the City has established a contract goal of \_\_\_ percent (\_\_\_%) participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). The Planning professional shall make and document good faith efforts, as defined in Appendix A of 49 CFR Part 26, to meet this established goal. If Planning professional fails to achieve the DBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the DBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified DBEs for performing a commercially useful function will be deducted from the Planning professional’s payments as liquidated damages. In determining the amount actually paid to qualified DBEs, no credit will be given for the portion of participation that was not approved by the Aviation Department’s DBE Manager, unless the Manager determines that the Planning professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Planning professional, the DBE participation stated in the Contractor Utilization Plan, as amended and approved by the Manager, is not met.

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

**Sec. 13. Incorporation of Federal/State Laws and Regulation.** Planning professional shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations which may be set forth in **the Federal Supplementary Provisions** to this Agreement. The federal/state laws and regulations applicable to the use of funds provided under this Agreement including but not limited to those included in **the Federal Supplementary Provisions** are incorporated and made a part of this Agreement by reference. Planning professional agrees

that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Agreement shall include all subsequent amendments.

**Sec. 14. Effectiveness Date.** This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

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

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**PLANNING PROFESSIONAL**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**KANSAS CITY, MISSOURI**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Pat Klein

Title: Director of Aviation

Approved as to form:

\_\_\_\_\_

Assistant City Attorney

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

\_\_\_\_\_

Director of Finance

Date

# ATTACHMENT 1

## SCOPE OF SERVICES

Planning professional shall:

Projects may be subject to future receipt of Federal funding under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), Bipartisan Infrastructure Law (BIL) and/or funding administered by the MoDOT, Aviation Section. These projects may include the following:

- Airport Master Plan Development and Airport Layout Plan (ALP) Design
- Airports GIS (AGIS) Aeronautical Survey Completion
- Certificate of Title, Including an Exhibit 'A' Property Map Preparation
- Land Acquisition and/or Obstruction Removal for Development and Preservation of Airspace
- Obstacle Action Plan (OAP) Preparation
- Compatible Land Use Planning and Airport Compatible Zoning Coordination
- Environmental Actions and NEPA Documentation
- Annual Airport Capital Improvement Program (ACIP) Preparation

Required services include, but are not limited to, aviation planning, environmental documentation, land acquisition, land surveying, geospatial surveying and necessary incidental services. A more specific scope is listed below.

## EXHIBIT A

### SCOPE OF SERVICES FOR A MASTER PLAN FOR KANSAS CITY DOWNTOWN AIRPORT (MKC) KANSAS CITY, MISSOURI

#### INTRODUCTION

This Airport Master Plan Scope of Services for Kansas City Downtown Airport (MKC) is being prepared prior to initiation of the study, to establish the goals of the project and framework from which all parties to the project may participate. The objective of the Master Plan is to provide the Sponsor (Kansas City, Missouri) with guidance for future development which will satisfy aviation demands and be compatible with the environment. Coordination between the Sponsor, the Federal Aviation Administration (FAA), the Consultant (Coffman Associates), and other parties with an interest in the airport will be essential to bringing together all facts and data relevant to the project and to developing a mutual agreement regarding future development at the airport.

Required and generalized master planning objectives in this Scope of Services include:

- To research factors likely to affect air transportation demand segments in Kansas City and

the regional area over the next twenty (20) years including the development of forecasts for operations (air carrier, air charter, air taxi, general aviation, and military) and based aircraft.

- To determine projected needs of airport users for the next twenty (20) years, taking into consideration recent revisions to FAA design standards, the airport's conformance requirements, and the impact of general aviation fleet transitions on design standards.
- To recommend improvements which will enhance the airports' ability to satisfy future aviation needs taking into consideration the potential for increased traffic and general aviation needs.
- To examine the feasibility of an instrument approach to Runway 1.
- To develop an Obstacle Action Plan in conformance with FAA guidance.
- To analyze the airfield system to determine existing and future airfield needs for runways, taxiways, safety areas, and overall airfield geometry based on FAA design criteria and operational needs.
- To analyze the landside needs to determine future facility needs for aircraft apron areas, hangars, and various support services.
- To produce accurate base maps of existing and proposed facilities and an updated Airport Layout Plan (ALP) drawing set consistent with the FAA's Standard Operating Procedure (SOP) No. 2.00. Digital Geographic Information System (GIS) data will be submitted into FAA's Airport Data Information Portal (ADIP) system as an "airspace evaluation". This task will conform to the Survey Requirements Matrix contained in FAA AC 150/5300-18B. The data will be submitted to the FAA AGIS system per the Airport Layout Plan (ALP) column of Table 2-1.
- To develop new noise exposure contours utilizing the most recent version of the FAA's Aviation Environmental Design Tool (AEDT).
- To establish a schedule of development priorities consistent with the FAA's capital improvement program planning.
- Consider sustainability efforts, specifically a waste and recycling analysis and plan. In addition, broader sustainability goals will be addressed.
- Re-evaluate runway safety area determinations, declared distances, and hot spots.

## **ELECTRONIC MATERIALS**

All materials developed for this Master Plan project will be primarily produced and disseminated

electronically. Most draft material will be in PDF format or in common image file formats. As outlined in this scope of services, 15 print copies of the Final Master Plan report are planned along with the electronic PDF.

## **FAA REVIEW OF AIRPORT MASTER PLANS**

The FAA plays a substantial role in reviewing and evaluating airport master plans for which they have provided financial assistance. According to FAA AC 150/5070-6B, *Airport Master Plans*, “the recommendations contained in an airport master plan represent the views, policies and development plans of the airport sponsor and do not necessarily represent the views of the FAA. Acceptance of the master plan by the FAA does not constitute a commitment on the part of the United States to participate in any development depicted in the plan, nor does it indicate that the proposed development is environmentally acceptable in accordance with appropriate public law.” The FAA reviews all elements of the master plan to ensure that sound planning techniques have been applied. However, the FAA only approves the following elements of airport master plans:

- Forecasts of Demand
- Airport Layout Plan

### **ELEMENT 1 - STUDY INITIATION AND ORGANIZATION**

The purpose of this element is to allow for proper time to manage the project including the project website, project updates with the sponsor, team management, and overall QA/QC.

#### **Task 1.1 Study Design**

**Description:** In accordance with Federal Aviation Administration guidelines for the preparation of master plans contained in Advisory Circulars 150/5070-6B, *Airport Master Plans*, and 150/5300-13B, *Airport Design*, prepare an outline of the basic elements of the master planning work effort. Identify respective individual work tasks which will be necessary to meet the requirements set by both the FAA and the sponsor for each element of the Master Plan work scope. Prepare detailed descriptions of each individual work task which describe the specific work effort involved and identify the result or product of the work effort.

#### **Responsibilities:**

|             |                                |
|-------------|--------------------------------|
| Consultant: | Prepare work scope and budget. |
| Sponsor:    | Review work scope and budget.  |
| Product:    | Work scope and budget.         |
| Expenses:   | None.                          |

#### **Task 1.2 Establish Planning Advisory Committee (PAC) and Conduct PAC Kickoff Meeting**

**Description:** The Sponsor, in conjunction with the Consultant, will identify and invite airport stakeholders to serve on a Planning Advisory Committee (PAC). The PAC may include: a)

representatives of FAA as well as other local, regional, state, or federal agencies; b) airport board, users, and tenants; and c) local community representatives. The PAC, which is a non-voting body, will advise the Consultant on the content and recommendations of the Master Plan study through meetings and review of draft working papers. The PAC will not exceed fifteen (15) members.

A kick-off meeting will be held with the PAC. The Consultant will prepare meeting materials and lead PAC discussion to flesh out key goals and objectives for the study.

**Responsibilities:**

- Consultant: Prepare meeting material for the PAC and conduct kickoff meeting.
- Sponsor: Distribute invitations and initiation materials to PAC and provide meeting room.
- Product: Conduct PAC kickoff meeting and make all meeting materials available on the project website.
- Expenses: Expenses related to travel to the airport and meals. This is the first of five PAC meetings outlined in Element 13 – Public Involvement.

**Task 1.3 Develop Graphic Schema**

**Description:** Develop a customized uniform graphic schema for all presentation materials. The graphic schema will then be used for cover art, chapter headers and footers, exhibits, display boards, and PowerPoint presentations and any ancillary material. The graphic schema will be used throughout the process to provide a uniform and professional feel to all materials. Use of City and airport logos will follow provisions outlined in the Kansas City Aviation Department’s *Brand Guidelines*, version 1.0, dated 2022.

Various project materials will be hosted on a custom project specific website developed by the Consultant to allow public access to project materials. During the planning process, draft chapters, PAC presentations, and PAC handout materials will be available on the website. The website will have a public involvement section which will include an FAQ section, notices of public information workshops, and a public comment section. All comments will be reviewed by the project team, and pertinent comments will be addressed within the Draft and Final Master Plan documents. The project website will be hosted by the Consultant, and a link will be available on the sponsor website. The project website will be available for the duration of the project.

**Responsibilities:**

- Consultant: Develop project graphic schema.
- Sponsor: Review and comment.
- Product: Graphic schema for use in all presentation materials.
- Expenses: None

**Task 1.4 Master Plan Initiation Brochure**

**Description:** The consultant will develop a brochure that effectively communicates the purpose and goals of the Master Plan study. The brochure will be made available on the project website and in print form.

**Responsibilities:**

Consultant: Develop master plan initiation brochure.  
Sponsor: Review and comment.  
Product: PDF of the master plan initiation brochure.  
Expenses: None

**ELEMENT 2 - INVENTORY OF EXISTING CONDITIONS**

The purpose of this study element is to assemble and organize relevant information and data pertaining to the Kansas City Downtown Airport and the surrounding area. A series of inventory efforts are necessary to collect and organize a variety of specific historical, technical, legal, financial, and planning data as described in the following tasks. This element includes a day long visit to the airport and control tower for a tour and photographic inventory.

**Task 2.1 Inventory Airport Facilities**

**Description:** Perform inventories of physical facilities and existing land uses within the present boundaries of the Kansas City Downtown Airport. These inventories will identify and describe existing facilities and will include, as a minimum, the following items.

- Airfield: Runways, taxiways, aprons, lighting and marking, navigational aids.
- Terminal Area: Terminal building, access, and parking.
- General Aviation Areas: Square footage of hangars, ramp areas.
- FBO/Specialty Operators: Leased area, airfield facilities.
- Support: Utilities, fire and rescue facilities (ARFF), fueling facilities, maintenance areas.
- Wildlife Hazards: summarize known wildlife issues.
- Additional on-airport and off-airport land uses.
- Environmental Inventory (detailed in Task 10.1)

In addition, all available plans, specifications, maps, photographs, drawings, and other data, including FAA Master Records (or other records maintained by the FAA), or other reports or studies considered to be relevant, will be obtained for possible use during the study. This task includes an on-site inventory trip to gather data, tour the airport facilities, and conduct in-person interviews with airport staff and relevant airport tenants as necessary.

**Responsibilities:**

Consultant: Conduct a complete inventory of the airport facilities to accumulate pertinent data including an on-site tour of facilities and in-person interviews with airport staff and airport tenants as necessary.  
Sponsor: Provide the Consultant access to the airport property and airport records as necessary.

Product: Tabulated airport facilities inventory for input to later tasks, highlighting changed conditions since the last master plan was prepared.

Expenses: Local personal vehicle travel to and from the airport for two Consultants (Estimated 80 miles total). Lunch meeting with airport staff (Estimated \$100).

### **Task 2.2 Inventory Commercial/Charter, Air Taxi, Air Traffic Activity, and Airspace**

**Description:** A detailed review of available information pertaining to air traffic and passenger activity at the Kansas City Downtown Airport will be performed. Data collection will include an inventory count of aircraft based at the airport by aircraft type, enplaning passenger data, operations data by aircraft type, and fuel sales maintained by the airport or fixed base operators. The information will be collected in various formats for forecasting purposes.

Air traffic activity data for the airport will be assembled and organized from various sources such as the FAA’s Traffic Flow Management System Count (TFMSC), FAA’s National Based Aircraft Inventory Program ([www.basedaircraft.com](http://www.basedaircraft.com)), GCR’s Airport IQ, and other validated and acceptable sources per the FAA. Flight track data will also be collected and analyzed as outlined in Task 9.3. Relevant data on commercial, general aviation (private and corporate), air taxi, and military activity will be collected. Data will be obtained from the Sponsor, the FAA Central Region Airports District Office (ADO), and Fixed Base Operators (FBOs). The assembled data will include, as available:

- a) Historical operations, including local (touch-and-go) and itinerant operational splits.
- b) Based aircraft by type, as available.
- c) Estimated use (by percentage) of each runway.

Review and perform inventories of airspace and air traffic procedures at the airport. Conduct interviews with airport officials, FAA representatives, pilots, and others as necessary or appropriate to develop a complete description of the existing airspace environment and current airport traffic procedures. Basic inventory items will include:

- a) Airport traffic patterns.
- b) Approach and departure procedures.

#### **Responsibilities:**

Consultant: Assemble data.  
Sponsor: Assist Consultant in obtaining available airport records.  
Product: Input to subsequent tasks.  
Expenses: None.

### **Task 2.3 Inventory Local Plans, Land Uses, and Demographic Data**

**Description:** Obtain available information concerning local land use, economic development and environmental plans, and demographic or economic factors which are likely to have a significant

impact on the demand for air transportation in the Kansas City air trade area, as well as those factors that involve potential impact characteristics of the airport environs. Key information will include the area-wide composition, characteristics, distribution, and growth patterns of the following:

- Population
- Economic base (business, income, and employment)
- Present and projected land uses
- Existing and planned surface transportation
- Long range transportation plan
- Zoning ordinance(s)
- Height and hazard ordinance/mitigation measures

**Responsibilities:**

Consultant: Assemble data based on latest information available.  
Sponsor: Assist in collection of data.  
Product: Input to later analysis.  
Expenses: None.

**Task 2.4 Obtain Tabulated Wind Data and Create Wind Roses**

**Description:** The Consultant will obtain the most current ten years of wind data for Kansas City Downtown Airport from the National Oceanic and Atmospheric Administration - National Climatic Center and/or on-airport weather reporting aids for use in preparing an updated wind rose for the airport layout plan. Develop IFR, VFR, and All-Weather wind roses.

**Responsibilities:**

Consultant: Obtain tabulated wind data.  
Sponsor: Coordinate with the Consultant as necessary.  
Product: Tabulated wind data for use in preparing an updated wind rose.  
Expenses: None.

**Task 2.5 Prepare Draft Introduction/Inventory Working Paper**

**Description:** A working paper will be developed which will provide up-to-date information in tabular, narrative, and graphic format. This will include information on the airport facilities, applicable air traffic activity, access, overview of airspace, air traffic characteristics, and an operations data summary describing aircraft activity for use in subsequent analysis. This task involves the use of existing data for the airport. This includes an Introduction chapter.

**Responsibilities:**

Consultant: Develop complete narrative and graphics for the working paper.  
Sponsor: Review and comment.  
FAA: Review and comment.  
Product: PDFs of the draft material.

Expenses: None.

### **ELEMENT 3 – AGIS 18B SURVEY/OBSTRUCTION ANALYSIS**

#### **Task 3.1 Obtain New Color Aerial Photography, Mapping, and FAA Airports-GIS Aeronautical Survey**

**Description:** The Consultant will assemble new digital electronic color aerial photography and new topographic/planimetric and obstruction mapping of the airport and its environs in accordance with *FAA Advisory Circulars 150/5300-16B, General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey; 150/5300-17C, Standards for Using Remote Sensing Technologies in Airport Surveys; and 150/5300-18B, General Guidance And Specifications For Submission Of Aeronautical Surveys To NGS: Field Data Collection And Geographic Information System (GIS) Standards*. Data will be collected for as required in 18B table 2-1 (Survey Requirements Matrix) for the project type “Airport Layout Plan”. Topographic and planimetric mapping will be collected to the limits of the subconsultant scope (see **Attachment 1**). Aerial photography of the airport including existing airport property, as well as the inner approach surface areas, will be obtained by the Consultant. The digital color Ortho photography will be used for base mapping, exhibits, and a deliverable to the airport. The horizontal datum will be NAD83, and the vertical datum will be NAVD88. The contour interval will be 2 feet.

Submit a Statement of Work, any additional required pre work plans and post collection reports to the Airport Surveying – GIS Program Manager via the Airports Data Information Portal (ADIP) website for review and approval. The airport survey will be tied to the National Spatial Reference System (NSRS) according to AC 150/5300-16B. The survey data collected during the project will be formatted to allow the data to be loaded directly into the FAA’s Airports GIS system via the FAA’s ADIP web portal.

Object data collection will be performed within the limits described in **Attachment 1**. These objects will be used to perform obsPACle analysis for existing and future FAR Part 77 surfaces and FAA AC 150/5300-13A, *Airport Design*, surfaces. ObsPACles for the surfaces in *150/5300-18B* will be collected by surface and submitted to the ADIP portal.

The object data points may be supplemented with other existing feature data sets including, but not limited to, the FAA Digital ObsPACle File (DOF), the FCC Antenna Registry (ASR), and the FAA validated Universal Data Delivery Format (UDDF). Additional feature data collection, such as a supplemental data collection flight, are not part of this scope.

Portions of Task 3.1 are to be sub-contracted to a firm that specializes in AGIS surveys. This scope of work is outlined in **Attachment 1**.

#### **Responsibilities:**

Consultant: AGIS survey and uploading of all AGIS required data to the FAA ADIP web portal.

Sponsor: Initiate AGIS project via the FAA ADIP web portal and allow direct access to the Consultant. Facilitate airport access for ground survey crews.

Subconsultant: Martinez Geospatial will be responsible for collection and processing of data.

Product: New digital color Ortho photography and topographic/planimetric and object collection for use in preparing base maps, airport layout plan, and airspace and inner approach surface drawings. Survey data uploaded into FAA's ADIP system. Will meet the requirements of FAA ACs 150/5300-16B, 17C, and 18B consistent with what is provided in **Attachment 1** (AGIS Scope of Work).

Expenses: None.

### **Task 3.2 Obstacle Action Plan (OAP)**

**Description:** The Consultant will assemble a spreadsheet of all obstacle data collected. The spreadsheet will categorize obstacles by priority level. Level 1 priority will be obstacles determined to be a hazard to air navigation. Level 2 are those penetrating the Approach Surface. Level 3 are those penetrating the Departure Surface. Level 4 are those penetrating the Transitional Surface. Level 5 are all other obstacles. The obstacle data will include the location, elevation, depth of penetration to the associated surface, survey accuracy rating, any FAA Air Space Number (ASN), and recommended mitigation action.

#### **Responsibilities:**

Consultant: Collect and assemble the OAP in spreadsheet form.

Sponsor: Review and comment on data collected.

Subconsultant: Martinez Geospatial will collect additional detailed survey data for certain objects that are only required to be surveyed in groups (such as tree stands).

Product: Spreadsheet of obstacles to the imaginary surfaces surrounding MKC.

Expenses: None.

### **Task 3.3 OE/AAA 7460 Submittals**

**Description:** FAA is the responsible agency for determining if an obstacle near an airport is a hazard to air navigation through an airspace review. The Consultant will file, via the online tool, 7460-1 submittals for all obstacles identified that do not already have cases at the 1A accuracy level. The 7460-1 determinations will be included in the OAP (Task 3.2).

#### **Responsibilities:**

Consultant: Submit 7460s into the OE/AAA online tool.

Sponsor: Forward FAA obstruction determinations to Consultant.

Product: Collection of obstruction determinations from the FAA.

Expenses: None.

#### **ELEMENT 4 – AVIATION DEMAND FORECASTS**

Forecasts of aviation demand will be made for a period of 20-years and segmented into 5, 10, and 20-year timeframes. The aviation demand elements to be forecast are based aircraft, operations, fleet mixes, and peaking periods. Several forecasts of each aviation demand segment will be developed to create a planning envelope which represents a high and low range of reasonableness. A single forecast for each aviation demand segment will be selected based on the judgement of the forecast analyst. That single forecast for each aviation demand element will then be utilized as the basis for determining certain future capital needs for the airport. Assuming this project begins in mid-2022, the base year will be calendar year 2021. The following work tasks will be carried out as part of this element.

##### **Task 4.1 Review Regional Aviation and Socioeconomic Forecasts**

**Description:** Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. Similarly, review the forecasts and assumptions of the aviation forecasts prepared by the FAA for its *Terminal Area Forecast*. Any other recent and relevant aviation demand forecasts for the airport will be included in this analysis.

##### **Responsibilities:**

Consultant: Review all socioeconomic material pertaining to the study and the region.  
Sponsor: Assist in identifying potential sources of information and in obtaining identified socioeconomic material.  
Product: Forecasts of expected socioeconomic factors and aviation activity at Kansas City Downtown Airport and in the region.  
Expenses: None.

##### **Task 4.2 Prepare Based Aircraft and Fleet Mix Forecasts**

**Description:** Develop based aircraft and based aircraft fleet mix forecasts using both simple and more complex methodologies (as necessary), taking into consideration forecasts from other sources such as the FAA. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics, local socioeconomic factors, as well as any airport data. Potential analysis techniques will include relatively simple correlation and trendline analysis, as well as more complex regression analysis (as necessary). The baseline based-aircraft number will be what is reflected as validated in [www.basedaircraft.com](http://www.basedaircraft.com) for MKC.

##### **Responsibilities:**

Consultant: Prepare based aircraft and fleet mix forecasts for the 20-year planning horizon.  
Sponsor: Assist Consultant in obtaining available airport records.  
Product: Narrative and graphics outlining the forecast methodology.  
Expenses: None.

##### **Task 4.3 Prepare Itinerant and Local General Aviation Operations Forecasts**

**Description:** Develop itinerant and local operations forecasts using simple and more complex methodologies (as necessary), taking into consideration forecasts from other sources such as the FAA. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics, local socioeconomic factors, as well as the independent airport data. Potential analysis techniques will include relatively simple correlation and trendline analysis, as well as more complex regression analysis (as necessary).

**Responsibilities:**

Consultant: Prepare general aviation operations forecasts for the 20-year planning horizon.  
Sponsor: Assist Consultant in obtaining available airport records.  
Product: Narrative and graphics outlining the forecast methodology.  
Expenses: None.

**Task 4.4 Prepare Air Carrier/Charter, Air Taxi, and Military Operations Forecasts**

**Description:** Develop air carrier/charter, air taxi, and military operations forecasts using both simple and more complex methodologies (as necessary), taking into consideration forecasts from other sources such as the FAA. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics and local socioeconomic factors, as well as the independent airport data. Potential analysis techniques will include relatively simple correlation and graphical comparison, as well as more complex regression analysis (as necessary).

Kansas City Downtown Airport is a Part 139 certificated airport meaning it can and does receive commercial passenger enplanements. While there is not scheduled commercial service, there are numerous charter operations whose passengers do count as official passenger enplanements. Therefore, future passenger enplanement levels will also be forecast.

**Responsibilities:**

Consultant: Prepare air carrier/charter, air taxi, and military operations forecasts for the 20-year planning horizon.  
Sponsor: Assist Consultant in obtaining available airport records.  
Product: Narrative and graphics outlining the forecast methodology.  
Expenses: None.

**Task 4.5 Prepare Operations Fleet Mix Forecasts**

**Description:** Develop an operational fleet mix forecast using both simple and more complex methodologies (as necessary), taking into consideration forecasts from other sources such as the FAA. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics, local socioeconomic factors, as well as the independent airport data. Potential analysis techniques will include relatively simple correlation and graphical comparison, as well as more complex regression analysis (as necessary). The operations fleet mix forecast will be used in subsequent capacity analysis, noise exposure contours, and critical aircraft

determination. The operational mix forecast will include an aircraft mix by airport reference code (ARC) and by engine type.

**Responsibilities:**

Consultant: Prepare operations fleet mix forecasts for the 20-year planning horizon.  
Sponsor: Assist Consultant in obtaining available airport records.  
Product: Narrative and graphics outlining the forecast methodology.  
Expenses: None.

**Task 4.6 Identify Existing and Future Airport Critical Aircraft**

**Description:** Identify the current and future critical aircraft for the airport. The aircraft identified will be the most demanding aircraft, or family of aircraft, conducting a minimum of 500 annual operations. The analysis will include a projection of aircraft operations by runway design code (RDC) to determine future planning design standards. This analysis will outline the RDC for each runway.

Consultant: Determine current critical aircraft and projection of future critical aircraft by RDC and ARC.  
Sponsor: Assist the Consultant in obtaining available airport records.  
Product: Determination of existing and future critical aircraft for airfield design. This task will be coordinated with the FAA during the forecast review and approval process.  
Expenses: None.

**Task 4.7 Prepare Draft Forecast Working Paper**

**Description:** A working paper will be developed which will provide detailed results of the forecasting effort. Since this data will become an important parameter for input into the remaining elements of this study, it will be submitted to the FAA for review and approval before dependent tasks are finalized. If the forecasts differ from the FAA's *Terminal Area Forecast* by more than 10 percent in the five-year period, or 15 percent in the 10-year period, the forecasts may need to be revised and/or coordinated with other FAA offices. At the FAA Central Region's discretion, the forecasts may need further coordination with FAA HQ.

**Responsibilities:**

Consultant: Develop complete narrative and graphics for the working paper.  
Sponsor: Review and comment.  
FAA: Review and comment.  
Product: PDFs of the draft material.  
Expenses: None.

**Task 4.8 Prepare Forecast Submittal to FAA**

**Description:** FAA is responsible for reviewing and approving aviation demand forecasts developed

as part of an airport planning study. The submittal package to initiate the FAA review includes:

- The draft forecast chapter,
- The completed FAA TAF Comparison worksheets,
- The most current airport TAF, and
- Any necessary supporting materials.

For more complex and comprehensive airport master plans/forecasts, there is typically some revision needed based on FAA comments and suggestions. This element includes additional time to address any FAA comments/suggestions on the draft forecasts.

**Responsibilities:**

Consultant: Complete FAA TAF worksheets. Request FAA forecast review/approval.  
Address any FAA forecast comments.

Sponsor: Review and comment.

FAA: Review and comment.

Product: PDFs of the draft material.

Expenses: None.

**Task 4.9 Prepare Final Forecast Working Paper for Approval**

**Description:** Once all FAA comments have been addressed, the forecast chapter will be revised, and a final chapter will be provided to FAA and the public. With FAA approval of the forecasts, this chapter is the Final forecast chapter to be included in the overall Master Plan. While other draft chapters can and will be updated (as necessary) throughout the planning process, the forecast chapter will be considered complete once approved by FAA. FAA approval must be received prior to proceeding to subsequent elements of the Master Plan.

**Responsibilities:**

Consultant: Update draft forecast chapter as necessary to obtain FAA approval.

Sponsor: Review and comment.

FAA: Review and comment.

Product: PDFs of the draft material.

Expenses: None.

**ELEMENT 5 – FACILITY REQUIREMENTS**

The purpose of this study element is to determine available capacities of various facilities at the Kansas City Downtown Airport, their conformance or non-conformance with FAA standards, and to identify the facilities that will be needed to meet compliance requirements or projected demand over the next twenty years.

**Task 5.1 Establish Physical Planning Criteria**

**Description:** Identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet forecast demands. These criteria shall be based upon the latest FAA

requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control including approach and runway protection zones, safety areas, and other general physical area requirements such as apron, terminal/operations, access circulation and parking, hangars and services, administrative, ARFF, and other airport service and support facilities.

**Responsibilities:**

Consultant: Develop physical planning criteria.  
Sponsor: Review and comment.  
Product: Detailed criteria for airport physical planning.  
Expenses: None.

**Task 5.2 Determine Airfield Capacity and Delay**

**Description:** Using the FAA’s airfield capacity/delay model (FAA AC 150/5060-5, *Airport Capacity and Delay*), estimate current and future levels of airfield capacity (annual service volume) and delay for MKC. These analyses will be based on the existing airfield configuration, aviation demand forecasts, and an analysis of airspace capacity potentials and constraints, and will involve the investigation of management and operational procedures to optimize the use of the runways, taxiways, and aprons.

**Responsibilities:**

Consultant: Estimate airfield capacity and delay utilizing FAA guidance.  
Sponsor: Review and comment.  
Product: Detailed description the airport annual service volume for the current, 5, 10, and 20-year time frames.  
Expenses: None.

**Task 5.3 Prepare Airfield Facility Requirements**

**Description:** Identify physical facility planning criteria for evaluating the adequacy of the airside facilities to meet forecast demands and FAA conformance requirements. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified and the future role of the airport. Dimensional standards and runway length requirements based on FAA guidance will be examined and compared to existing facilities. Airside facilities to be examined will include, but not be limited to the following:

- Runways/taxiways (service volume, length, width, and configuration).
- RSA, ROFA, OFZ, and RPZ review. Review RSA determinations.
- Runway/taxiway design standard conformance.
- Declared distances.
- Line-of-sight requirements (pavement grade).

- Airfield perimeter fencing.
- Airfield pavement strength (using best available data).
- Airfield marking and lighting.
- Airfield navigational aids and weather observation equipment.
- Airport traffic control tower needs (ATCT).
- Instrument approach procedures/visibility minimums.
- Hot Spot and Runway Incursion Mitigation (RIM).
- Airfield geometry issues including the intersection of Taxiway G and Runway 21.
- Review Runway 1-19 EMAS to present life cycle analysis, maintenance, and replacement timing. **(CMT task – See Attachment 2)**

**Responsibilities:**

Consultant: Identify specific airside facility requirements.  
 Sponsor: Review and comment.  
 Product: Detailed description of facility requirements necessary for airside development to support forecast aviation demand through the 20-year period.  
 Expenses: None.

**Task 5.4 Prepare Landside Facility Requirements**

**Description:** Using information provided by the aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity. The following are included in the landside facility analysis:

- Access and Circulation Capacity Requirements: Includes analysis of airport entrance roads, terminal loop road, other airport access roads.
- Vehicle Parking Capacity and Requirements: Determine vehicle parking needs for the short and long term to include public parking, employee parking, rental car ready/return/service, and administration parking.
- General Aviation Requirements: Analyze the need for additional general aviation landside requirements including an estimate of new hangar space (square feet), aircraft parking apron and tie-down space, FBO facilities, access, and parking.
- Support Requirements: Analyze the adequacy of existing support facilities and establish projections of future needs. Elements to be analyzed include fuel storage capacity, ARFF equipment and facilities, Snow Removal Equipment and facilities, airport maintenance facilities, and revenue support infrastructure.

Coffman Associates, with assistance of Aeroplex (subconsultant), will provide analysis of the landside facility requirements to right size and right envision development needs for the airport. This analysis will attempt to answer the question: what segment of airport users should we be planning facilities for? This analysis will focus on the undeveloped area located west of the future extension of Taxiway L. **Attachment 3** outlines the Aeroplex scope of services.

**Responsibilities:**

|                |   |
|----------------|---|
| Consultant:    | Identify specific landside area facility needs.   |
| Sponsor:       | Review and comment.   |
| Subconsultant: | Aeroplex will contribute by providing review and analysis of the landside facility requirements.  |
| Product:       | Detailed description of facility requirements necessary for landside development to support forecast aviation demand through the 20-year planning period. |
| Expenses:      | None.   |

**Task 5.5 Prepare Draft Facility Requirements Working Paper**

**Description:** A draft working paper will be developed which will provide detailed results of the facility requirements effort. The draft working paper will document assumptions and methodologies used in preparing facility requirements. Prepare narratives describing the assumptions and methodologies used in preparing the facility requirements. Present facility requirement information in tabular and/or graphical format.

**Responsibilities:**

|             |  |
|-------------|--|
| Consultant: | Develop complete narrative and graphics for the working paper. |
| Sponsor:    | Review and comment.  |
| FAA:        | Review and comment.  |
| Product:    | PDFs of the draft material.                                    |
| Expenses:   | None.  |

**ELEMENT 6 - AIRPORT DEVELOPMENT ALTERNATIVES**

The purpose of this study element is to develop those airport development alternatives that appear most feasible and evaluate them to determine the most prudent and feasible alternative concept available for the airport. This analysis will use the facility needs identified in Element 5 to show how those requirements may or may not be met. Some of the alternatives considered might not ever be feasible, but those will still serve an important purpose of advancing the conversation toward what is feasible. Environmental considerations as identified in Task 10.1 – Environmental Inventory will be considered during the alternatives analysis.

**Task 6.1 Establish Alternative Development Issues**

**Description:** Based upon the results of the facility requirements necessary to meet projected demand, identify those issues which will impact the development of alternatives for the various functional areas of the airport. This task will provide insights into the potentials for and policies constraining the development of specific land uses within the existing or future airport boundaries, including those areas which are unconstrained and meet current functional potential, thereby requiring no additional development. This task will identify those facility requirements (both airside and landside) that will be analyzed within the alternatives analysis.

**Responsibilities:**

Consultant: Establish alternative development issues.

Sponsor: Review and comment.

Product: Alternative development issues.

Expenses: None.

**Task 6.2 Evaluate Potential Airfield Alternatives**

**Description:** The airfield facility requirements developed in the previous evaluations will be translated into a series of alternative plans for comparative evaluation in relation to the established planning criteria. The analysis will address a maximum of three possible airfield alternatives (in addition to the “do nothing” option). The alternatives with greatest potential for meeting airside demand in the most prudent order will be evaluated. This analysis will focus on the runway/taxiway system. Numerous graphic exhibits will be produced to adequately show each alternative.

The airfield alternatives will address the runway configuration, runway length, airfield geometry, declared distances, hot spots, runway incursion mitigation (RIM) locations, and runway/taxiway design standards.

CMT, as a subconsultant, will provide analysis of the airfield alternatives from an engineering perspective. They will be consulted as the alternatives are developed and will provide a review of those alternatives. **CMT’s analysis will inform on the design-ability, construct-ability, cost, and environmental factors related to the proposed airfield development.** **Attachment 2** outlines the CMT scope of services.

**Responsibilities:**

Consultant: Development of airfield development alternatives.

Sponsor: Review and collaborate on the alternatives.

Subconsultant: CMT, the current airport engineer of record, will collaborate and review the airfield alternatives considered and provide feedback.

Product: A series of development options, each of which will attempt to meet the forecast airfield facility demands as well as FAA airfield criteria.

Expenses: None.

**Task 6.3 Airspace Alternatives Analysis**

**Description:** It is known that the airspace surrounding the airport is complex with numerous obstructions. This task is intended to provide an understanding of the airspace issues, including analysis of the established traffic pattern airspace. Several airspace alternative considerations will be presented.

LEAN Engineers, as a Subconsultant, will provide an examination of the airspace obstructions that

currently prevent an instrument approach to Runway 1. This analysis is not the development of an instrument approach procedure, instead it is meant to document the feasibility of an approach. **Attachment 4** is the LEAN Engineers scope of services.

**Responsibilities:**

Consultant: Development of airfield development alternatives.  
Sponsor: Review and comment.  
Subconsultant: LEAN Engineers will be the lead on the Runway 1 approach analysis, and their work will be incorporated into the narrative for this task.  
Product: Analysis and graphics depicting the possible traffic pattern improvements and possible approach capability to Runway 1.  
Expenses: None.

**Task 6.4 Advanced Air Mobility (AAM) and eVTOL Considerations and Analysis**

**Description:** Advanced Air Mobility (AAM) and Electric Vertical Takeoff and Landing (eVTOL) aircraft have the potential to significantly impact airport planning. This task will provide an analysis of the state of this technology and the potential impact to the airport. Consideration will be given to the facility needs necessary to accommodate activity by these new and emerging aircraft. Alternatives for the development of a vertiport to accommodate these emerging aircraft will be considered.

**Responsibilities:**

Consultant: Alternatives for a vertiport to accommodate emerging aircraft technologies.  
Sponsor: Review and comment.  
Product: Narrative and graphic presentation of alternatives to accommodate AAM and eVTOL aircraft.  
Expenses: None.

**Task 6.5 Evaluate Potential Landside Alternatives**

**Description:** Based on the facility requirements determined under the previous element, formulate preliminary landside development alternatives. These alternatives will be based on concepts for development within airport boundaries which show all necessary development during the planning period and beyond. This task will be conducted simultaneously with other tasks in this element and will result in a series of overall landside development options for the airport. The analysis will also include sensitivity and availability of sustainable concepts for future development.

Specific landside alternative issues to examine will include:

- Aeronautical development west of the Taxiway L extension.
- Line-of-Site analysis from the control tower cab-eye level to airfield movement areas taking into consideration up to three landside alternatives.
- General aviation development opportunities.
- Support facility improvements to meet the demand outlined in Element 5.

- Non-aviation land development options for potential land use release.
- Consideration of sustainable and/or “green” development options.

Aeroplex, as a subconsultant, will provide analysis focusing on what type and size of facilities should be considered on the west side of the Taxiway L extension. **Attachment 3** outlines the Aeroplex scope of services.

CMT, as a subconsultant, will also provide engineering level review of the landside alternatives. **Attachment 2** shows the CMT scope of services for this task.

**Responsibilities:**

|                |   |
|----------------|---|
| Consultant:    | Develop up to three (3) landside development options, one being the “no-build” concept alternative.   |
| Sponsor:       | Review and comment.   |
| Subconsultant: | Aeroplex will provide detail on potential new development west of Taxiway L, and CMT will provide overall review and analysis of the several landside alternatives developed. |
| Product:       | A series of landside alternatives which fulfill the facility requirements to meet forecast demand levels.   |
| Expenses:      | None.   |

**Task 6.6 Prepare Draft Alternatives Working Paper**

**Description:** A working paper describing the various airside and landside development alternatives will be prepared for submission to the PAC for review and comment. The working paper will detail the analysis involved in the assessment of the alternatives and outline the advantages and disadvantages of each to enable the logical and systematic evaluation of each alternative concept.

**Responsibilities:**

|             |  |
|-------------|--|
| Consultant: | Develop complete narrative and graphics for the working paper. |
| Sponsor:    | Review and comment.  |
| FAA:        | Review and comment.  |
| Product:    | PDFs of draft material.  |
| Expenses:   | None   |

**ELEMENT 7 – RECOMMENDED MASTER PLAN CONCEPT**

The purpose of this study element is to present a single consolidated Master Plan concept that combines both airside and landside recommendations. The recommended concept may be one of the airside and landside alternatives studied in the alternatives section or, more likely, it will be a composite utilizing the best elements of each. A 20-year capital improvement program that identifies potential projects is also presented.

### **Task 7.1 Recommended Development Concept**

**Description:** Following input from airport administration, the PAC, and the public on the alternatives prepared in the previous element, present a detailed comparative evaluation and the supporting rationale to sufficiently describe the single recommended program for development and use of airport facilities. The recommendation for the most prudent and feasible Master Plan concept will become the basis for the final refinement of development costs and scheduling.

#### **Responsibilities:**

Consultant: Develop a recommended Master Plan concept.  
Sponsor: Review and comment.  
Product: A detailed graphic that reflects the recommended Master Plan concept.  
Expenses: None.

### **Task 7.2 On-Airport Land Use Classification**

**Description:** Based upon the recommended concept presented in Task 7.1, an on-airport land use plan will be developed in graphic and narrative form. The on-airport land use plan will first identify all airport property needed now and in the future for aeronautical purposes. Any remaining land will be identified as either aeronautical reserve or available for non-aeronautical revenue producing purposes.

#### **Responsibilities:**

Consultant: Develop an on-airport land use plan.  
Sponsor: Review and comment.  
Product: A detailed graphic that reflects the recommended on-airport land uses.  
Expenses: None.

### **Task 7.3 Prepare Draft Master Plan Concept Working Paper**

**Description:** A working paper that presents the recommended Master Plan development concept will be prepared for submission to the PAC for review and comment. The working paper will detail the analysis involved in the assessment of the alternatives and outline the rationale for why specific alternative elements were included and why others were not. This working paper will tell the complete story of the planned airside and landside improvements.

#### **Responsibilities:**

Consultant: Develop complete graphics and narrative for the working paper.  
Sponsor: Review and comment.  
Product: Draft working paper.  
Expenses: None.

## **ELEMENT 8 – CAPITAL IMPROVEMENT PROGRAM (CIP) AND FINANCIAL PLAN**

### **Task 8.1 Prepare 20-Year Capital Improvement Program**

**Description:** Develop a recommended 20-year airport capital improvement program (CIP) for Kansas City Downtown Airport. The airport CIP will identify individual projects for each year through the first five years of the plan, then prioritize projects through the intermediate (6–10 year) and long term (11–20 year) periods. The list of projects will be focused on those that are eligible for FAA grant funding through the Airport Improvement Program. Order-of-Magnitude project cost estimates will be developed for each potential project.

#### **Responsibilities:**

Consultant: Develop a detailed capital program and list of projects to be considered over the next 20-years.  
Sponsor: Review and comment.  
Product: Capital improvement program for the 20-year planning period.  
Expenses: None.

### **Task 8.2 Prepare Project Phasing Exhibits**

**Description:** Prepare the airport development schedules for the recommended Master Plan concept for Kansas City Downtown Airport. Prioritize projects based on FAA priorities (i.e. safety), airport priorities, and anticipated grant funding. Items that are eligible for funding under the Airport Improvement Program will be identified in accordance with FAA Order 5100.38D, *Airport Improvement Program (AIP) Handbook*.

#### **Responsibilities:**

Consultant: Develop a detailed capital program and list of projects to be considered over the next 20-years.  
Sponsor: Review and comment.  
Product: Capital improvement program for the 20-year planning period.  
Expenses: None.

### **Task 8.3 CIP Cost Estimates**

**Description:** Develop cost estimates (current dollars) for each project based on recent project costs in the region. This task will be undertaken by the current airport engineer (CMT) who is a subconsultant on this project. The cost estimates are to be considered preliminary and subject to refinement when the project becomes ripe for implementation. **Attachment 2** shows the CMT scope of services.

#### **Responsibilities:**

Consultant: Provide CIP list to subconsultant and review final cost estimates.  
Sponsor: Review and comment.  
Subconsultant: Cost estimates to be developed by the current airport consulting engineer, CMT.  
Product: Detailed cost estimates for each project in the CIP.

Expenses: None.

#### **Task 8.4 Prepare Funding Source Outline and Implementation Plan**

**Description:** Common sources of funding for implementation of the capital projects identified in the study will be discussed. The primary funding source will be through FAA AIP and the local match. Other sources including state grants and local sources will be presented.

##### **Responsibilities:**

Consultant: Identify the primary funding sources for capital improvements.  
Sponsor: Review and comment.  
Product: A guidance document for airport management to follow when considering financing of capital projects.  
Expenses: None.

#### **Task 8.5 Financial Plan Analysis**

**Description:** The financial plan will focus on overall annual operating revenues and expenses by source. Current use of FAA and state grant funding, and debt obligations will be summarized. The intent of the financial plan analysis is to show the portion of each project that is eligible for FAA grant funding and the remaining portion that would be the responsibility of the airport sponsor. The financial plan analysis will present the range that the sponsor may be financially responsible for depending on the availability of FAA funding (i.e. discretionary and other). The financial plan is intended as a snapshot of the financial responsibility of the airport sponsor to implement the CIP. The financial plan will not include an annual cash-flow statement; instead review of the operating revenue may lead to recommendations for establishing basis rates and escalation rate recommendations for revenue producing facilities (i.e. land, hangars, fuel).

Aeroplex, as a Subconsultant, will provide a return on investment analysis for the landside selected development concept on the undeveloped land west of the Taxiway L extension. **Attachment 3** outlines the Aeroplex scope of services.

##### **Responsibilities:**

Consultant: Identify the primary funding sources for capital improvements.  
Sponsor: Provide financial data as requested. Review and comment on analysis.  
Subconsultant: Aeroplex will provide detailed financial feasibility analysis of the planned future development of land west of the Taxiway L extension.  
Product: A financial plan analysis that considers the entire CIP from the master plan.  
Expenses: None.

#### **Task 8.6 Prepare Draft CIP and Financial Plan Working Paper**

**Description:** Prepare a detailed CIP and financial plan working paper which outlines the overall airport capital improvement program for the selected airport development alternative. Organize

narrative and graphical presentations of the information in this working paper to allow for a final review and adjustment of the overall airport development concept.

**Responsibilities:**

Consultant: Develop complete narrative and graphics for the working paper.  
Sponsor: Review and comment.  
FAA: Review and comment.  
Product: PDFs of draft material.  
Expenses: None.

**ELEMENT 9 – LAND USE COMPATIBILITY ANALYSIS**

**Task 9.1 Define Study Area Boundary**

**Description:** Using data and imagery acquired in Element 3, the boundaries of the area selected for detailed analysis will be established. The study area will generally follow boundaries of locally established census tracts or traffic analysis zones, physiographic features, or political boundaries and encompass an area somewhat larger than the Part 77 horizontal surface for the airport.

**Responsibilities:**

Consultant: Define the land use study area boundary.  
Sponsor: Review and comment.  
FAA: Review and comment.  
Product: A defined airport land use study area.  
Expenses: None.

**Task 9.2 Existing Land Use Analysis**

**Description:** Review existing GIS land use maps, aerial photography, general plans, and other documentation of existing land uses in the area.

**Responsibilities:**

Consultant: Define the land use study area boundary.  
Sponsor: Furnish Consultant with land use maps and data, as needed. Review the existing land use maps produced.  
FAA: Review and comment.  
Product: Existing land use map for inclusion in the Master Plan.  
Expenses: None.

**Task 9.3 Prepare Aircraft Noise Exposure Contours**

**Description:** Refine the operational fleet mix as necessary in preparation for running noise contours. Identify an estimate of the number of operations by specific aircraft type. Compile computer batch files for development of existing and future noise exposure contours using the

latest version of FAA's Airport Environmental Design Tool (AEDT). Provide computer plot of 60, 65, 70, and 75 DNL and higher contours, at 5 DNL increments, and areas (in square miles and acres) within each contour. Two computer modeling runs will be developed – one for existing conditions and one for future conditions. The noise contours will be plotted on base maps utilizing aerial photography, if available, and/or best available mapping. No population impact counts will be developed under the task. Information on forecast operations will be obtained from the forecast analysis in the Master Plan. Information on traffic patterns and runway utilization rates will be reviewed with the airport sponsor. The results of the analysis will be included in the land use compatibility working paper. Digital copies of the AEDT analysis can be provided to the sponsor at the conclusion of the analysis if requested.

This task includes acquisition and analysis of a sample of flight track data at MKC. The goal is to acquire flight track data for the peak day of each month of the most recent 12 months. This data will be used to refine the operational input into the AEDT noise model which will result in more accurate noise contour data. Coordination with the FAA (MKC tower, ARTCC and/or TRACON) will be undertaken to request START flight track data in digital form and converted to a format compatible with AEDT. Flight track data will be broken down by aircraft type for arrivals and departures and mapped on the study area base map. Generalized flight tracks for various classes of aircraft will be developed for noise modeling based on an analysis of the raw flight track data. The flight track data will also be utilized in other tasks including Task 4.6 – Airport Critical Aircraft, Task 5.2 – Airfield Capacity.

**Responsibilities:**

- Consultant: Develop existing and future noise exposure contours. Map, analyze, and prepare the flight track and departure profile analysis.
- Sponsor: Review traffic pattern and runway utilization assumptions as well as the noise contour graphics and narrative. Assist Consultant in the acquisition of the flight track data.
- Product: Existing and future noise exposure contours for the airport. Plots of up to 12 days of aircraft flight tracks to be used in the noise model.
- Expenses: None.

**Task 9.4 Land Use Controls and Plans**

**Description:** Review and summarize existing zoning ordinances, subdivision regulations, building codes, land use and transportation plans, and land use management documentation in the study area. Prepare tables and exhibits of the zoning, future land planning designation, and improvements.

**Responsibilities:**

- Consultant: Review reports and documents from area planning agencies and prepare summary tables and exhibits.
- Sponsor: Review and comment.
- Product: Tables and exhibits for analysis in later tasks.

Expenses: None.

### **Task 9.5 Non-compatible Development Analysis**

**Description:** Areas with the greatest potential for non-compatible development when compared to updated noise exposure contours and Part 77 approach surfaces will be identified. It is anticipated that this area will not extend beyond one mile from each runway end. Additionally, land use control inconsistencies will be identified. Growth-risk areas will be categorized by type of land use.

#### **Responsibilities:**

Consultant: Responsible for this task.  
Sponsor: Review and comment.  
Product: Growth risk analysis including mapping of non-compatible growth areas.  
Expenses: None.

### **Task 9.6 Land Use Management Techniques**

**Description:** Identify various land use management techniques that could be applied in the airport vicinity. These techniques may include, but not necessarily be limited to: changes in existing zoning districts, creation of new zoning classifications, modification of other development regulations and building codes, property and easement acquisition, and other mitigation measures. A review of the Missouri Division of Aeronautics Land Use Guidance and its applicability to planned improvements at the airport will be included.

#### **Responsibilities:**

Consultant: Responsible for this task.  
Sponsor: Review and comment.  
Product: A list of recommended land use management techniques that may be effective in promoting land use compatibility.  
Expenses: None.

### **Task 9.7 Identify Airport Compatibility Issues and Policy Alternatives**

**Description:** Identify important noise, overflight, safety, and airspace compatibility issues based on existing land use patterns, potential future development patterns, existing and forecasted noise contours. Based on these issues, identify land use compatibility policy alternatives for discussion and further consideration.

#### **Responsibilities:**

Consultant: Identify airport land use compatibility issues and policy alternatives.  
Sponsor: Review and comment.  
Product: A discussion of airport land use compatibility issues and policy alternatives for inclusion in the Master Plan.

Expenses: None.

### **Task 9.8 Obstruction Mitigation Strategies**

**Description:** Complete topographic and legal surveys to include structure or tree heights, locations, and property lines will be prepared.

- Research public records to obtain legal descriptions for the affected parcels.
- Recover existing property monumentation, section corners, and subdivision corners in order to establish property lines, city right-of-way, and railroad right-of-way.
- Provide an electronic drawing showing property lines, structure, and tree locations with heights.

The survey information will be analyzed and summarized to identify which structures or trees obstruct airspace surfaces and, therefore, would be candidates for mitigation.

#### **Responsibilities:**

Consultant: Responsible for this task.

Sponsor: Review and comment.

Product: A discussion of airport land use compatibility issues and policy alternatives for inclusion in a supporting appendix.

Expenses: None.

### **Task 9.9 Prepare Draft Land Use Compatibility Analysis Working Paper**

**Description:** Prepare a detailed off-airport land use compatibility analysis working paper. The land use compatibility analysis will provide information related to off-airport land uses, their compatibility with airport environs, and recommendation to enhance the protection of the airport from encroachment of incompatible land uses.

Review and summarize existing 14 CFR Part 77 surfaces, zoning ordinances, subdivision regulations, building codes, land use and transportation plans, and land use management documentation in the study area. Prepare tables and exhibits of the zoning, future land planning designation, and improvements. Based on information collected, areas with the greatest potential for non-compatible development will be identified. It is anticipated that these areas will not extend beyond one mile from each runway end. Specific attention will be given to areas within Downtown Kansas City, Missouri and the River Market. Additionally, recommendations for compatible land uses within one mile of the airport property line will be provided, and land use control inconsistencies will be identified.

Growth-risk areas will be categorized by type of land use. Identify various land use management techniques that could be applied in the airport vicinity. These techniques may include, but not necessarily be limited to: changes in existing zoning districts, creation of new zoning classifications, modification of other development regulations and building codes, property and easement

acquisition, and other mitigation measures. This task includes analysis of current airport property and a recommendation for aviation and potential non-aeronautical land uses.

**Responsibilities:**

- Consultant: Develop complete narrative and graphics for the working paper.
- Sponsor: Review and comment.
- FAA: Review and comment.
- Product: PDFs of draft material.
- Expenses: None.

**ELEMENT 10 – ENVIRONMENTAL EVALUATION**

**Task 10.1 Environmental Inventory**

**Description:** The purpose of this task is to obtain information regarding environmental sensitivities on or near airport property. Sources of information will include past environmental documents, agency maps, existing literature, and relevant internet sources. An inventory of existing conditions for all resource categories outlined in FAA Order 1050.1F, *Desk Reference*, will be provided. The resource categories are included in **Table 1**. Informal consultation with various federal and state agencies will occur only if needed information is not available through resources listed above. The information obtained in this task is intended to identify any significant environmental resources prior to the alternatives evaluation process to lessen or eliminate environmental requirements for potential project development. To be included in the Inventory chapter of the Master Plan.

| <b>Table 1<br/>FAA Order 1050.1F, Desk Reference<br/>Resource Categories</b> |  |    |   |
|--|--|----|---|
| 1  | Air Quality  | 9  | Land Use  |
| 2  | Biological Resources   | 10 | Natural Resources and Energy Supply                                 |
| 3  | Climate  | 11 | Noise and Noise-Compatible Land Use                                 |
| 4  | Coastal Resources  | 12 | Socioeconomics, Environmental Justice, and Children's Environmental |
| 5  | Department of Transportation Act, Section 4(f)                   | 13 | Visual Effects  |
| 6  | Farmlands  | 14 | Water Resources   |
| 7  | Hazardous Materials, Solid Waste, and Pollution Prevention       | 15 | Cumulative Impacts  |
| 8  | Historical, Architectural, Archeological, and Cultural Resources |    |   |

**Responsibilities:**

- Consultant: Assemble data based on latest information available.
- Sponsor: Assist in collection of data.

Product: Input into later analysis.  
Expenses: None.

### **Task 10.2 Environmental Overview (NEPA)**

**Description:** The purpose of this task is to identify potential environmental issues associated with the airport development alternatives and recommended development concept, including mitigation measures that may be needed for proposed projects.

Once a recommended Master Plan concept has been developed, a preliminary environmental overview will be conducted using the information collected to identify any potential environmental concerns that must be addressed prior to program implementation. This evaluation will be structured in a table format and will include an analysis of potential impacts on environmental resources as defined within FAA's Order 1050.1F and its accompanying Desk Reference. Projects which may require further NEPA analysis (i.e., Environmental Assessment or Environmental Impact Statement) will be identified. This evaluation is not intended to serve as a formal Environmental Assessment under NEPA.

#### **Responsibilities:**

Consultant: Assemble data based on latest information available.  
Sponsor: Assist in collection of data.  
Product: Input to later analysis.  
Expenses: None.

### **Task 10.3 Recycling Plan**

**Description:** The FAA Modernization and Reform Act of 2012 includes a requirement for airport master plans to address recycling by:

- Evaluating the feasibility of solid waste recycling,
- Minimizing the generation of waste,
- Identifying operations & maintenance requirements,
- Reviewing of waste management contracts, and
- Identifying the potential for cost savings or revenue generation.

To develop a recycling plan that meets this FAA requirement, the Consultant will:

1. *Collect baseline information on the airport's waste management program.* Meet with airport staff to understand how waste is managed at the airport and what current education efforts for passengers, employees, contractors and tenants are already in place. In addition, collect information such as waste collection contracts, monthly waste/recycling invoices, and the waste-related costs for waste and recycling (containers, hauling, disposal, and labor).
2. *Assess existing waste management program.* To understand the sources, composition, and

quantities of waste generated at the airport, conduct a facility walk-through, and an examination of monthly waste/recycling invoices.

3. *Assess opportunities for expansion of recycling program.* Review current waste collection contracts and conduct research on current market conditions to determine whether there are any logistical limitations to expanding the recycling program.

4. *Develop recommendations for improving the recycling program.* Based on the above assessment of the airport's waste and recycling program, develop recommendations for improving the airport's recycling program as well as minimizing waste generated at the airport. Recommendations will include identification of potential cost savings or revenue generation.

**Responsibilities:**

Consultant: Develop Recycling Plan  
Sponsor: Assist in collection of data.  
Product: Recycling Plan  
Expenses: None.

**Task 10.4 Draft Environmental Analysis Working Paper**

**Description:** Prepare a detailed environmental analysis working paper based on the recommended development concept determined in Element 7. The environmental analysis will include analyzation of the NEPA categories and the impact to them from the recommended Master Plan concept. The environmental analysis is intended to identify any projects that raise an environmental "red-flag" that may require additional analysis or time to implement. Additional environmental analysis such as an Environmental Assessment may be required to implement a project and will be prepared separately from this Master Plan.

**Responsibilities:**

Consultant: Develop complete narrative and graphics for the working paper.  
Sponsor: Review and comment.  
FAA: Review and comment.  
Product: PDFs of draft material.  
Expenses: None.

**ELEMENT 11 – AIRPORT LAYOUT PLANS**

The purpose of this study element is to prepare a new Airport Layout Plan (ALP) set for Kansas City Downtown Airport. All plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*, and which is readily acceptable to the FAA and can be utilized by the Sponsor in carrying out implementation. All plans will be produced digitally using the data collected in Element 2 and any additional data the sponsor may have or want to include. The digital

plans and pdf files of each sheet will be a deliverable item to the Sponsor at the completion of this project in CAD or GIS format at the sponsors discretion. The ALP will be included as an appendix in the Master Plan documents. A narrative consistent with FAA AC 150/5070-6B-Section 202c will also be included in the appendix that describes each drawing included in the ALP set.

The drawing set will include the depiction of all applicable design standards contained in the latest version of FAA AC 150/5300-13B, *Airport Design*, including but not limited to landing areas, movement areas and aircraft parking areas (e.g., runways, taxiways, helipads, aprons, etc.), required facility identifications, description labels, imaginary surfaces, RPZs, taxiway safety areas, runway and taxiways object free areas, runway obstacle free zones, and basic airport and runway data tables. If necessary, data tables will be included on a separate sheet.

### **Task 11.1 Airport Layout Plan Drawing**

**Description:** Following the Recommended Airport Master Plan Concept developed under the preceding elements and FAA AC 150/5070-6B, *Airport Master Plans*, an ALP drawing for the airport will be prepared. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, navigational aids), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)* will be followed. A Title Sheet and Airport Data Sheet will also be prepared and included with the full Airport Layout Plan set.

#### **Responsibilities:**

|             |   |
|-------------|---|
| Consultant: | Prepare a new ALP for the airport.                                |
| Sponsor:    | Review and comment.   |
| Product:    | A new ALP drawing for the airport which meets federal guidelines. |
| Expenses:   | None.   |

### **Task 11.2 Terminal Area Drawing(s)**

**Description:** Prepare Terminal Area Drawing(s) reflecting development resulting from the recommendations of this study. Depending on the future recommended development for the general aviation areas, more than one drawing may be required to adequately reflect the detail of development within the area. The drawing(s) will include detailed planning level information such as access taxiways, apron areas, hangar layouts, aircraft tie-down areas, customer and employee parking areas, and vehicular circulation and access for the short-, intermediate-, and long-term planning periods.

#### **Responsibilities:**

|             |                                   |
|-------------|-----------------------------------|
| Consultant: | Prepare Terminal Area Drawing(s). |
| Sponsor:    | Review and comment.               |

Product: Terminal Area Drawing(s) reflecting the selected development alternative for these facilities at the airport.  
Expenses: None.

### **Task 11.3 Part 77, Approach and Inner Approach Surface Plans**

**Description:** Prepare Part 77, Approach and Inner Approach Surface plans in conformance with FAR Part 77 and FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. As necessary, height of potential obstructions will be researched and identified on the drawing along with an obstruction chart/table indicating the obstruction description, their top elevation, affected Part 77 surface, the penetration, disposition, and corrective action to eliminate or mitigate the obstruction. Submittal of any identified obstructions to OE/AAA for FAA airspace review is not included in this scope of services.

#### **Responsibilities:**

Consultant: Prepare a new Part 77, Approach and Inner Approach Surface plans for the airport. File new obstructions via the OEAAA system  
Sponsor: Review and comment.  
Product: Part 77, Approach and Inner Approach Surface plans for the airport to meet federal guidelines. Product will include aerial photography of the inner approach surfaces and runway protection zones.  
Expenses: None.

### **Task 11.4 Departure Surface Drawings**

**Description:** Prepare new departure surface drawings in accordance with guidelines as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. Obstruction information will be obtained from the Part 77 obstruction analysis completed in Task 11.3, approach plans, and the current Airport Obstruction (OC) chart (as available). This drawing will follow guidelines in FAA AC 150/5300-13B, *Airport Design*.

#### **Responsibilities:**

Consultant: Prepare new departure surface drawings for the airport.  
Sponsor: Review and comment.  
Product: Departure surface drawings for the airport which meet federal guidelines.  
Expenses: None.

### **Task 11.5 On-Airport Land Use Plan**

**Description:** An on-airport land use plan will be developed based on the identified overall development concept. This will include general aviation areas, terminal complex, ground access and vehicular circulation system service areas, industrial/commercial development areas, and distinctions between aeronautical and non-aeronautical uses. The drawing will outline any non-

aeronautical land use plans so that future revisions to the ALP are not required should a land use release be requested.

**Responsibilities:**

Consultant: Prepare On-Airport Land Use Plan.  
Sponsor: Review and comment.  
Product: On-Airport Land Use Plan and Off-Airport Land Use Plan.  
Expenses: None.

**Task 11.6 Preparation of Draft ALP Drawing Set**

**Description:** Preparation of the “Draft” ALP drawing set for submission to the Sponsor, and subsequent comprehensive agency review by the FAA. The ALP Drawing Set will be prepared in conformance with FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013)*. The ALP drawings will be electronic but will be printable to a minimum size of 24” x 36”. Following Sponsor review, the electronic ALP drawing set will be submitted to FAA for an initial review. Drawings will be submitted with or prior to publication of the “Draft” Final Master Plan. This task includes time required to make changes during sponsor and FAA review and approval process.

**Responsibilities:**

Consultant: Develop the consolidated ALP drawing set in electronic format and FAA ALP review checklist.  
Sponsor: Review and comment.  
Product: ALP drawing set as well as a completed FAA ALP Checklist.  
Expenses: None.

**Task 11.7 Preparation of Final ALP and Final ALP Drawing Set**

**Description:** Revise the Draft Airport Layout Plans and Drawings prepared in the previous task to reflect comments received from the FAA review. Upon approval from the FAA and Sponsor, provide an electronic copy of the ALP drawing set to the Sponsor for their signature. The Sponsor will forward the signed drawings to the FAA for final approval. Once FAA and the Sponsor have signed the ALP drawing set, the Consultant will provide four (4) printed signed ALP set

**Responsibilities:**

Consultant: Prepare the ALP drawing set for final approval signatures.  
Sponsor: Sign electronic ALP set and forward to the FAA for final approval.  
Product: Electronic ALP set for approval.  
Expenses: None.

**Task 11.8 Draft ALP Working Paper**

**Description:** Prepare a detailed working paper that describes each drawing in the ALP set. The working paper will include the FAA standards being applied and the rationale for their application. This working paper is a concise summation of the Master Plan findings and a technical presentation of how those findings are depicted in the ALP set.

**Responsibilities:**

Consultant: Develop complete narrative and graphics for the working paper.  
Sponsor: Review and comment.  
FAA: Review and comment.  
Product: PDFs of draft material.  
Expenses: None.

**ELEMENT 12 – EXHIBIT A PROPERTY MAP**

**Task 12.1 Boundary Survey and Easement Review**

**Description:** This task is a full airport boundary survey to be undertaken by Anderson Survey Company as a subconsultant. This task includes research and review of the airport property deeds and easements. Each deed will be reviewed and plotted based on the coordinates provided in the deed which will be confirmed via on-site survey. This effort does not include title search for the deeds. The Anderson Surveying Company scope of services is outlined in **Attachment 5**.

**Responsibilities:**

Consultant: Manage survey subconsultant.  
Sponsor: Provide property deed data.  
Subconsultant: Anderson Survey Company, as a subconsultant, will perform the boundary survey.  
Product: Updated airport property boundary survey for the airport.  
Expenses: None.

**Task 12.2 Prepare Exhibit A - Airport Property Map**

**Description:** Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will inventory all parcels which currently make up the airport or are proposed for acquisition by the airport sponsor. In addition, the drawing will also show any property that has been disposed of by the airport in the past. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October

1, 2013). This task does not include a formal property deed search, instead the airport will provide historical information regarding the acquisition of existing airport property and easements, as well as boundary surveys, as needed. If the sponsor is unable locate all the information needed to complete the Exhibit A – Property Map to FAA SOP 3.0 standards, then only an Airport Property Map as defined in FAA SOP 2.0 will be developed.

**Responsibilities:**

Consultant: Update the Airport Property Map for the airport.  
Sponsor: Provide appropriate historical data and review Airport Property Map.  
Product: Updated Airport Property Map for the airport.  
Expenses: None.

**ELEMENT 13 – PUBLIC INVOLVEMENT**

**Task 13.1 Planning Advisory Committee Meetings (4)**

**Description:** This scope of work includes four meetings with the PAC (described in Task 1.1). The Consultant will present draft materials completed to date and lead discussion with the PAC. The Consultant will prepare graphic displays, handouts, and PowerPoint presentations to convey the information necessary to adequately explain draft material to date. The draft material that will be the focus of each PAC meeting will be provided to the PAC approximately five days prior to the meeting. The four PAC meetings are anticipated to be held at the following intervals:

1. PAC meeting kick-off.
2. PAC meeting following Element 4 – Aviation Demand Forecasts
3. PAC meeting following Element 6 – Airport Development Alternatives
4. PAC meeting following Element 10 – Environmental Analysis

**Responsibilities:**

Consultant: Prepare presentation materials and necessary graphics for each PAC meeting. Provide PAC members draft review materials approximately five days prior to the PAC meeting.  
Sponsor: Arrange for meeting room and attend meetings.  
Product: Public dissemination of draft master plan documents via PAC meeting.  
Expenses: Local personal vehicle travel to and from the PAC meeting site for two Consultants (Estimated 80 miles total for each PAC meeting). Food/snack for PAC attendees and/or after PAC dinner meeting (Estimated \$300 per meeting).

**Task 13.2 Public Information Workshop Open-Houses (3)**

**Description:** As a means to disseminate project information, a series of three public information workshops is planned. The format is an open house where various graphics and exhibits (i.e. boards on easels) will be displayed. Interested parties can come and go as they please during the posted timeframe. Members of the project team (Consultants and Sponsor) will be available to answer

specific questions, man a specific station, or provide a one-on-one walk through of the study progress to date. A formal presentation is not planned for the public information workshops.

**Responsibilities:**

- Consultant: Prepare display material and handouts, as necessary, for the workshop. Provide Sponsor print ready advertisement graphic for Sponsor to publish notice of workshops.
- Sponsor: Distribute meeting notices and arrange for meeting room. Provide staff as part of the project team for the workshops.
- Product: An open-house public information workshop.
- Expenses: Local personal vehicle travel to and from the workshop site for two Consultants (Estimated 80 miles total for each workshop). A total of 20 large presentation boards are anticipated through the planning process.

**Task 13.3 Other Public/Administrative Presentations – Council (3)**

**Description:** The Kansas City Downtown Airport Master Plan project will be of interest to many people and organizations. This task is intended to be used for formal presentations needed during the project. One of these is planned to be a formal presentation to the Kansas City Council near the end of the project for the purpose of obtaining Council approval of the Master Plan and direction to submit the Airport Layout Plans (ALP) to the FAA for review/approval. The other two scoped public/administrative presentations may be used as the Consultant and Sponsor see as the best and most productive use of that time. It could be additional presentations to the City Council or to other groups, as necessary.

**Responsibilities:**

- Consultant: Prepare presentation material and necessary graphics for the meeting. Make the presentation.
- Sponsor: Review presentation materials and attend the presentation.
- Product: PowerPoint presentation to the identified group.
- Expenses: Local personal vehicle travel to and from the meeting site for two Consultants (Estimated 80 miles total for each workshop). Food/snack expenses are not anticipated for these meetings.

**Task 13.4 Project Website and Public Other Information**

**Description:** Various project materials will be hosted on a custom, project-specific website, developed by the Consultant, to allow public access to project materials. During the planning process, draft chapters, PAC presentations, and PAC handout materials will be available on the website. The website will be Section 508 compliant. ADA compliant materials will be made available upon request. The website will have a public involvement section which will include an FAQ section, notices of public information workshops, and a public comment section. All comments will be reviewed by the project team and pertinent comments will be addressed within the Draft and Final Master Plan documents. The project website will be hosted by the Consultant, and a link

will be available on the sponsor website. The project website will be available for the duration of the project.

This task also includes drafting of up to five (5) press releases to be drafted by the Consultant. The Sponsor would issue the final press release.

**Responsibilities:**

|             |  |
|-------------|--|
| Consultant: | Develop project specific website. Host the project materials on the project specific website. Draft press releases.              |
| Sponsor:    | Review and comment on website. Issue final press releases.   |
| Product:    | Website access to project materials. Encourage use of the website to comment on the draft materials during the planning process. |
| Expenses:   | None   |

**ELEMENT 14 – PROJECT MANAGEMENT**

**Task 14.1 Project Management**

**Description:** Projects such as this demand a refined approach to project management to achieve success. This effort includes communication among the project team for purposes of tracking progress, administering records, launching project activities, maintaining the project schedule, managing/mitigating risks and solving challenges, invoicing and monitoring project budget, preparation of progress reports, and project close out. The project timeline and coordination are anticipated to take place over a period of approximately eighteen (18) months. Project coordination in the form of semi-regular project coordination conference calls/on-line communication is also included. This task does not include on-site meetings (included in other tasks). Approximately four hours per month are anticipated for project management, invoicing, and other project monitoring tasks.

**Responsibilities:**

|             |   |
|-------------|---|
| Consultant: | Provide project management for scheduled 18-month timeline. |
| Sponsor:    | As necessary to aid consultant.                             |
| Product:    | Project management services.                                |
| Expenses:   | None  |

**Task 14.2 Airport Management/Document Sharing Application**

**Description:** This airport management application will be used to support and enhance certain components detailed in the Master Plan to assist airport staff in the collection, organization, and use of information including the AGIS survey (Task 3.1). The application is accessed through a secure web page. Once logged in, the users can establish new user accounts, set permissions, view maps and modules, and run customized reports. While there are numerous modules that can be of benefit to airports, this task only includes a base map and the airspace analysis tool. With this tool, Consultant and airport staff will be able to collaborate on the analysis of airspace obstructions.

The data can also be made available to FAA or other interested parties. This task includes the setup associated with the application website, logins, and 18-months use of the application.

**Responsibilities:**

Consultant: Prepare and host the Master Plan management and document sharing application.  
Sponsor: Review and utilize during the Master Plan process.  
Product: Application setup and 18-months use of the application.  
Expenses: None

**Task 14.3 Client Progress and Review Meetings (20)**

**Description:** A project of this magnitude will require regular communication among the project team. This task anticipates a regular schedule of monthly one-hour meetings via phone/Zoom.

**Responsibilities:**

Consultant: Prepare the meeting schedule and send meeting invitation to the project team.  
Sponsor: Prepare for and participate in meetings.  
Product: Project management.  
Expenses: None.

**ELEMENT 15 – APPROVALS AND FINAL REPORTS**

**Task 15.1 Prepare Draft Final Master Plan Report**

**Description:** A “Draft” Final Master Plan Report document will be prepared. This document will incorporate appropriate comments, edits, and corrections received during the review period. This will be an electronic copy of the Draft Final Master Plan document. The “Draft Final” will be made available on the project website. The Draft Final document is intended to be used during the Sponsor approval process.

**Responsibilities:**

Consultant: Make all revisions to previous draft chapters and consolidate into a single Draft Final Master Plan document.  
Sponsor: Review and comment.  
Product: Electronic Draft Final Master Plan document.  
Expenses: None.

**Task 15.2 Obtain Master Plan Approvals**

**Description:** Coordinate final approval of the Master Plan and ALP with the airport staff. This task will include a presentation to the Kansas City, Missouri - City Council (Task 13.3) seeking approval

of the Master Plan. The airport action desired is for City Council to direct the consultant to obtain approval of the ALP from the FAA. Includes preparation time for the presentation to City Council.

**Responsibilities:**

- Consultant: Make a presentation to the Kansas City, Missouri - City Council (or other approving body).
- Sponsor: Coordinate presentation time and location.
- Product: Presentation to Kansas City, Missouri – City Council.
- Expenses: None. Expense included in Task 13.3.

**Task 15.3 Prepare Executive Summary Brochure**

**Description:** Prepare an executive summary brochure. The executive summary is anticipated to be an overview of the entire study, as presented in earlier technical memorandums. The executive summary brochure is anticipated to be an 11x17 bi-fold brochure. An electronic PDF will be provided to the Sponsor.

**Responsibilities:**

- Consultant: Prepare the executive summary brochure.
- Sponsor: Review and comment prior to publication.
- Product: Executive summary brochure (PDF).
- Expenses: None.

**Task 15.4 Prepare Final Master Plan Report**

**Description:** Following the final review period for the “Draft” Final Master Plan Report, a Final Master Plan Report document will be prepared. This document will incorporate appropriate comments and corrections received during the review period. Fifteen (15) copies of the Final Master Plan Report will be provided, as well as an electronic copy in a PDF format. Note: FAA requires all deliverables in electronic format.

**Responsibilities:**

- Consultant: Prepare the Final Master Plan report incorporating all appropriate edits and comments received during the review period.
- Sponsor: Coordinate distribution of the final report.
- Product: Fifteen (15) printed copies of Final Master Plan Report.
- Expenses: Fifteen (15) printed copies of Final Master Plan Report.

**NON-AIP ELIGIBLE - OPTIONAL COMPONENTS**

**ELEMENT A – ECONOMIC BENEFIT REPORT AND BROCHURE**

### **Task A1 Economic Benefit Report and Brochure**

**Description:** The airport Sponsor would like to have an updated economic benefit report for the airport conducted during the Master Plan process. Economic benefit reports are not eligible for Airport Improvement Programs grants. Therefore, the cost of this task would fall to the airport Sponsor. This task will be undertaken by Kimley-Horn, as a subconsultant. The Kimley-Horn scope of services is outlined in **Attachment 6**. It is anticipated that the economic benefit report would be complete before the master plan, therefore data from the report would be included in the Master Plan.

#### **Responsibilities:**

|                |   |
|----------------|---|
| Consultant:    | Utilize information from the economic benefit report in the Master Plan document. |
| Subconsultant: | Kimley-Horn will undertake the airport economic benefit report.                   |
| Sponsor:       | Review and comment.   |
| Product:       | Electronic economic benefit report and summary brochure.                          |
| Expenses:      | None.   |

### **AIP ELIGIBLE - OPTIONAL COMPONENTS**

#### **ELEMENT B – SAFETY RISK ASSESSMENT**

This optional element is to conduct a Safety Risk Management Panel (SRMP) of the landside alternatives during the Master Plan process. This SRMP is anticipated to focus on the proposed development on the west side of the Taxiway L extension. Landry Consultants will provide professional facilitation services as outlined in their scope of work included as **Attachment 7**.

The outlined scope includes a two-phased approach to the SRM process; the first phase focuses on discovery and background analysis of alternatives in a series of safety technical reviews / safety workshops. These workshops will aid in eliminating alternatives through a safety lens and will expedite the SRM Panel process. Safety reviews will include assessing airfield geometry, aircraft operational flows, as well as hazards introduced by the proposed airfield changes. The second phase activities include compiling results from the safety reviews into a comprehensive SRM Package for the panel review. This approach is a proposed best practice from prior SRM projects and ultimately saves time and budget and improves engagement from the SRM Panel members. **Note:** the SRMP will include a typical comparative safety assessment (CSA) process for safety analysis in which each alternative will be scrutinized for operational and safety impacts.

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

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

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

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

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

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

C. Planning professional shall defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Planning professional or Planning professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Planning professional is not obligated under

this Section to indemnify City for the sole negligence of City.

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

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

#### Sec. 2. Indemnification for Professional Negligence.

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

#### Sec 3. Insurance.

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

1. Commercial General Liability Insurance: with limits of \$1,000,000 per

occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

a. Severability of Interests Coverage applying to Additional Insureds

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

c. No Contractual Liability Limitation Endorsement

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

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

Workers Compensation Statutory Employers Liability

\$100,000 accident with limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

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

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

B. The Commercial General Liability Insurance specified above shall provide that

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

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

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

E. Planning professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Planning professional shall give at

least 30 days prior written notice to City. In the event of Planning professional's failure to maintain the required insurance in effect, City may order Planning professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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

#### **Sec. 4. Design Standards and Endorsement.**

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

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act (42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Planning professional shall notify and explain to City any applicable exceptions under these acts.

B. Planning professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Planning professional shall endorse all plans and specifications, or

estimates, and engineering data furnished under this Agreement if prepared by Planning Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

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

#### **Sec. 5. Copyright and Ownership of Documents.**

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

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation

of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Planning professional will be removed and the Planning professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Planning professional will be removed.

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

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

**Sec. 8. Termination for Convenience.**  
A. City may, at any time upon ten (10) days notice to Planning professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Planning professional shall prepare an accounting of the services performed and money spent by Planning professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Planning professional's completion of

services, all work or materials prepared or obtained by Planning professional pursuant to this Agreement shall become City's property.

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

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

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

**Sec. 11. Acceptance.** No payment made under this Agreement shall be proof of satisfactory performance of the Agreement,

either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

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

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

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

**Sec. 15. Records.**

A. For purposes of this section:

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

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

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

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

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

Submit, in print or electronic format, a copy of Planning professional's current certificate of

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

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

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

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

**Sec. 17. Tax Compliance.** Planning professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Planning professional performs work on an Agreement that is for a term longer than one year, the Planning professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

**Sec. 18. Assignability and Subcontracting.**

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

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

employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Planning Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Planning professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Planning professional's services hereunder.

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

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

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

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

**Section 23. Employee Eligibility Verification.** If this Contract exceeds five thousand dollars (\$5,000.00), Planning professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Planning professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Planning professional shall attach to the affidavit documentation sufficient to establish Planning professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Planning professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm). For those Planning Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Planning professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Planning professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

## ATTACHMENT 2

### CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SUPPLEMENTARY PROVISIONS**  
**PART A - FEDERAL CONTRACT PROVISIONS FOR**  
**Professional Services Contracts**

**APPLICATION OF REFERENCES**

“Owner” and “Sponsor” means the City of Kansas City, Missouri Aviation Department.

“Contractor” means any party to this agreement other than the Owner, including without limitation the prime contractor. “Subcontractor” means all subcontractors under contract with the Contractor.

“Consultant” means architectural, engineering or other entity providing professional services to the Owner pursuant to an agreement.

“Construction” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility service. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Table of Contents**

|  |          |
|--|----------|
| <b>APPLICATION OF REFERENCES</b>                                   | <b>1</b> |
| <b>PROVISIONS APPLICABLE TO ALL CONTRACTS</b>                      | <b>2</b> |
| <i>ACCESS TO RECORDS AND REPORTS</i>                               | 2        |
| <i>BUY AMERICAN PREFERENCE</i>                                     | 3        |
| <i>CIVIL RIGHTS – GENERAL</i>                                      | 3        |
| <i>CIVIL RIGHTS – TITLE VI ASSURANCES</i>                          | 3        |
| Title VI Solicitation Notice                                       | 3        |
| Contract Provision: Compliance with Nondiscrimination Requirements | 3        |
| Title VI List of Pertinent Nondiscrimination Acts and Authorities  | 4        |
| <i>DISADVANTAGED BUSINESS ENTERPRISE</i>                           | 6        |
| Solicitation Language (Project Goal)                               | 6        |
| Information Submitted as a matter of bidder responsiveness:        | 6        |
| Information submitted as a matter of bidder responsibility:        | 6        |
| Solicitation Notice (Race/Gender Neutral)                          | 6        |
| Contract Provision: Contract Assurance (§ 26.13)                   | 7        |
| Prompt Payment (§26.29)  | 7        |
| <i>ENERGY CONSERVATION REQUIREMENTS</i>                            | 7        |
| <i>FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)</i>     | 7        |
| <i>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</i>                  | 7        |
| <i>RIGHT TO INVENTIONS</i>   | 8        |

|  |           |
|--|-----------|
| <i>TAX DELINQUENCY AND FELONY CONVICTIONS</i>  | 8         |
| <i>TRADE RESTRICTION CERTIFICATION</i>   | 8         |
| <br>   |           |
| PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000                                   | 101       |
| <br>   |           |
| <i>EXCLUSIVE RIGHTS ASSURANCE</i>  | 11        |
| <i>DISADVANTAGE BUSINESS ENTERPROSES ASSURANCE</i>                                     | 11        |
| <b>PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500</b>                            | <b>10</b> |
| <i>DISTRACTED DRIVING</i>  | 11        |
| <b>PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000</b>                           | <b>11</b> |
| <i>EQUAL EMPLOYMENT OPPORTUNITY (EEO)</i>  | 11        |
| Equal Opportunity Clause   | 11        |
| Standard Federal Equal Employment Opportunity Construction Contract Specifications     | 12        |
| <i>PROCUREMENT OF RECOVERED MATERIALS</i>  | 16        |
| <br>   |           |
| <i>TERMINATION OF CONTRACT</i>   | 17        |
| Termination for Convenience (Construction & Equipment Contracts)                       | 17        |
| Termination for Default (Construction)   | 18        |
| Termination for Default (Equipment)  | 18        |
| <b>PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000</b>                           | <b>18</b> |
| <i>DEBARMENT AND SUSPENSION</i>  | 19        |
| Certification of Bidder/Offerer Regarding Debarment                                    | 19        |
| Certification of Lower Tier Contractors Regarding Debarment                            | 19        |
| <b>PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000</b>                          | <b>19</b> |
| <i>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</i>                        | 19        |
| <i>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</i>                                      | 20        |
| <b>PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000 BREACH OF CONTRACT TERMS</b> | <b>21</b> |
| <i>CLEAN AIR AND WATER POLLUTION CONTROL</i>   | 21        |
| <br>   |           |
| <b>Contract Provisions Incorporated by Reference</b>                                   | <b>21</b> |
| <br>   |           |
| <b>PROVISIONS APPLICABLE TO ALL CONTRACTS</b>  |           |

## ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor, which are directly pertinent to the specific contract for the purpose of

making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## BUY AMERICAN PREFERENCE

Reference: 49 USC § 50101

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration (FAA) has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder or Offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

## CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The Contractor 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 disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

## CIVIL RIGHTS – TITLE VI ASSURANCES

### Title VI Solicitation Notice

The Sponsor, 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 pursuant to this advertisement, 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.

### Contract Provision: Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made

a part of this contract.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

### Solicitation Language (Project Goal)

#### Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

#### Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five (5) days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

### Solicitation Notice (Race/Gender Neutral)

The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### Contract Provision: Contract Assurance (§ 26.13)

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

### Prompt Payment (§26.29)

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

### ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200 Appendix II(H)

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

### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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.

### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the

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

## RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II(F) and 37 CFR §401

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

## TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

## TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR Part 30

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

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of

countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

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

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

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

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$2,000

### EXCLUSIVE RIGHTS ASSURANCE

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### DISADVANTAGED BUSINESS ENTERPRISES ASSURANCE

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. §§ 3801-3809, 3812).

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

## DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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 sub-grant.

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

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

## EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, and Executive Order 11246

### Equal Opportunity Clause

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

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

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

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

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

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

### Standard Federal Equal Employment Opportunity Construction Contract Specifications

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract

resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a through 7.p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall

send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7.a through 7.p). The efforts of a Contractor association, joint Contractor union, Contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a through 7.p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## PROCUREMENT OF RECOVERED MATERIALS

Reference: 2 CFR § 200.322, 40 CFR Part 247, and Solid Waste Disposal Act

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at:

<https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products>

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II(B) and FAA Advisory Circular 150/5370-10, Section 80-09

### Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

## Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due to default of the Contractor.

## Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within ten (10) days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

## DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5

### Certification of Bidder/Offerer Regarding Debarment

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

### Certification of Lower Tier Contractors Regarding Debarment

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Bidder will accomplish this by:

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

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

### **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

## CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without

payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), and 49 CFR part 20, Appendix A

### CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

### BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

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

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

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

### CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR § 200 Appendix II(G)

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

The Contractor agrees to incorporate the above certification in all lower tier subcontracts that exceed \$150,000.

### Contract Provisions Incorporated by Reference

**Federal Requirements for Federally Funded Projects.** This Project is being partially funded under the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). Contractors must comply with specific federally required provisions as listed herein and contained in the contract documents. The following federal provisions are incorporated in this solicitation by reference:

1. Affirmative Action (41 CFR part 60-4; Executive Order 11246)
2. Buy American Preference (49 USC § 50101)
3. Civil Rights – Title VI Assurance (49 USC § 47123; FAA Order 1400.11)

4. Davis-Bacon Act (2 CFR § 200, Appendix II(D); 29 CFR Part 5)
5. Debarment and Suspension (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5)
6. Disadvantaged Business Enterprise (49 CFR part 26)
7. Trade Restriction (49 USC § 50104; 49 CFR part 30)
8. Lobbying and Influencing Federal Employees (31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II(J); 49 CFR part 20, Appendix A)
9. Procurement of Recovered Materials (2 CFR § 200.322; 40 CFR part 247; Solid Waste Disposal Act)

ATTACHMENT \_\_  
**CERTIFICATION THAT CONTRACTOR IS NOT EXCLUDED  
FROM STATE OR FEDERAL PROGRAMS**  
*(This Certification MUST be notarized.)*

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

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

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

**CONTRACTOR**

Name and address of CONTRACTOR

Coffman Associates

12920 Metcalf Ave., Suite 200

Overland Park, KS 66213

Signature

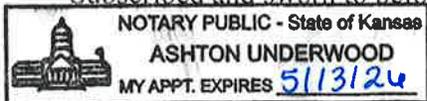
David Fitz

Printed Name

CEO

Title

Subscribed and sworn to before me this 16 day of August, 2022.



Notary Public

My Commission expires: 5/13/2026

**ATTACHMENT \_\_**  
**CREO KC INSTRUCTIONS**  
**FOR REQUESTS FOR QUALIFICATIONS/ PROPOSALS**

**DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**  
**49 CFR Part 26**

**I. Aviation Dept. – DBE Program.**

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

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

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

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

1. Affidavit of Intended Utilization (CREO KC Form 13); and
2. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8); and
3. Letter of Intent to Subcontract (CREO KC Form 00450.01); and
4. Timetable for MBE/WBE Utilization (CREO KC Form 10); and
5. Request for Modification or Substitution (CREO KC Form 11); and
6. Contractor Affidavit for Final Payment (Form 01290.14); and
7. Subcontractor Affidavit for Final Payment (Form 01290.15).
8. **MCI Bidder's List Statistics from the Prime Proposer and all Subcontractors solicited for the project. (Form MCI Bidder's List Statistics)**

**Warning:** The City only gives DBE credit for a Proposer's use of certified DBEs. A certified DBE firm is a firm that has been certified by an approved Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) firm. Certified DBEs are listed in CREO KC D/M/WBE Directory. Before a Proposer submits a Proposal, Proposer must secure a copy of the DBEs' certificate or consult the DBEs state DOT directory to make sure any firm proposed for use for DBE participation has DBE certification. CREO KC is a UCP certifying agency or MO UCP directory @  
[http://www.modot.mo.gov/business/contractor\\_resources/externalcivilrights.htm](http://www.modot.mo.gov/business/contractor_resources/externalcivilrights.htm).

## II. Required Submittal Documents.

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

1. **Proposer must submit with its Proposal the Affidavit of Intended Utilization (CREO KC 13)** that states a Proposer's intent to use specific certified DBEs in the performance of the contract.
2. **MCI Bidder's List Statistics from the Prime Proposer and all Subcontractors solicited for the project. (Form MCI Bidder's List Statistics).** This form must be submitted at the time of Proposal from the Prime Proposer and each of its Subcontractors solicited.

## II. Additional Required Submissions when Requested by City.

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

1. **Timetable for DBE Utilization (CREO KC Form 10).**
2. **Documentation of good faith efforts.**
3. **Planning professional must submit all subcontracts they hold with the subcontractors selected for the project.**
4. **Insurance Requirements must be met for the life of the contract (00700 Article 5). Current Insurance Certificate is approved and bound in the executed contract.**

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

A. Contractor Utilization Plan/Request for Waiver (CREO KC 8): This form states a Proposer's plan to use specific certified DBEs in the performance of the contract and includes the following:

1. The work to be performed by each DBE and the amounts each is to be paid for the work; and
2. The name, address, and employer identification number or social security number of each DBE that will perform the work; and
3. An automatic request for waiver in the event Bidder has not met or exceeded the DBE goal for this contract but believes that it has made good faith efforts to meet or exceed the goal and desires a waiver of the goal.

- B. Letter of Intent to Subcontract with each DBE stating that it has agreed to execute a formal agreement for the work and indicating the price agreed upon for the work.
- C. A Proposer's documentation of good faith efforts must be submitted when requested by the City.
- D. Planning professional must submit all subcontracts they hold with the subcontractors selected for the project.
- E. Insurance Requirements must be met for the life of the contract (*00700 Article 5*). Current Insurance Certificate is approved and bound in the executed contract.

**IV. Required Monthly Reporting During Term of Contract.**

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

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

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

**VI. Submittal Required for Final Contract Payment.**

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

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

**VII. Methods for Securing Participation of DBEs.**

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

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

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

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

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

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

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

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

### **IX. Good Faith Efforts.**

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

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

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

1. Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow DBE firms to participate effectively.
  2. Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow DBE firms to participate effectively.
  3. Sent written notices, by certified mail or facsimile, to qualified, certified DBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
  4. Attempted to identify portions of the work for qualified, certified DBE participation in order to increase the likelihood of meeting the goal, including breaking down contracts into economically feasible units. A Proposer should send letters by certified mail or facsimile to those DBE contractors identified in UCP Directories listed in those categories which are in those subcontractors' scope of work. The portion of work for which a proposal from a DBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.
  5. Requested assistance in achieving the goal from the Director and acted on the Director's recommendations.
  6. Conferred with qualified, certified DBEs and explained the scope and requirements of the work for which their proposals were solicited.
  7. Attempted to negotiate in good faith with qualified, certified DBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with DBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
    - a. Names, addresses and telephone numbers of DBEs that were contacted and date of contact;
    - b. The information provided to DBEs regarding the plans and specifications for portions of the work to be performed by them;
    - c. The reasons no agreement was reached with any DBE, including the basis for any Proposal rejection (i.e., availability, price, qualifications or other);
    - d. Descriptions of attempts to provide technical assistance to DBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.
- C. A Proposer will be required to give documentation to prove that it made good faith efforts. The Proposer will be contacted by the City with further instructions about when this documentation must be submitted.

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

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

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

AND

2. The Director also finds one of the following:
  - a. The listed qualified, certified DBE is non-responsive or cannot perform; or
  - b. The listed qualified, certified DBE has increased its previously quoted price to the Proposer or Contractor without a corresponding change in the scope of the work; or
  - c. The listed qualified, certified DBE has committed a material default or breach of its contract with the Contractor; or
  - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goal established for the Contract; or
  - e. The listed DBE is unacceptable to the contracting department; or
  - f. The listed qualified, certified DBE thereafter had its certification revoked; and
  - g. The Proposer or Contractor has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

## **XI. Access to Documents and Records.**

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

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

## **XII. Miscellaneous.**

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

ATTACHMENT \_\_

AFFIDAVIT OF INTENDED UTILIZATION

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

(62220555 / Aviation Planning Services)

Coffman Associates, Inc.
(Bidder/Proposer)

STATE OF Kansas )
COUNTY OF Johnson ) ss

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

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

PROJECT GOALS: 17% DBE
BIDDER/PROPOSER PARTICIPATION: 17+ % DBE

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

a. Name of DBE Firm Martinez Geospatial
Address 2915 Waters Road, Suite 100, Eagan, MN 55121
Telephone No. 651-686-8424
I.R.S. No. 41-1239419
Area/Scope of work AGIS aeronautical survey support
Subcontract amount \$155,836

b. Name of DBE Firm Landry Consulting LLC
Address 2960 E La 46 Saint Bernard, LA, 70085-5141
Telephone No. 206-714-7663
I.R.S. No. 01-0911580
Area/Scope of work Safety Risk Management (SRM) Analysis
Subcontract amount \$140,317

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

Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_

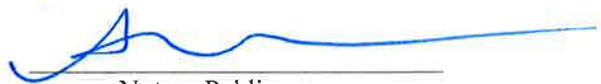
(List additional DBEs, if any, on additional pages and attach to this form)

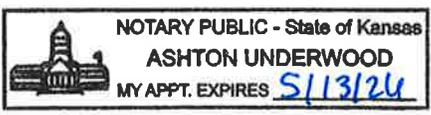
4. Bidder/Proposer will identify before contract award, those DBE subcontractors with dollar amounts and scopes of work which apply to or exceed the DBE goals for the Project on the **Contractor Utilization Plan/Request for Waiver (CREO KC 08)**.
5. Bidder/Proposer agrees that failure to meet or exceed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

CEO of Coffman Associates, Inc  
(Title) (Name of Bidder/Proposer)

Dated: September 29, 2022 By: David Fitz   
(Affiant)

Subscribed and sworn to before me this 29 day of September, 2022.

My Commission Expires: 5/13/24   
Notary Public





Project Number-62220555  
62220555 - Aviation Planning Services - MKC

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### **CREO Document Upload:#1**

Subject: CUP/LOI Document Upload | Contract 62220555  
Initiator: Hurst, Sara  
Date Created: 08.18.2022 04:27PM  
Department: Aviation

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### **Process Information**

Document Type: CUP/LOI  
Date Submitted: 08.18.2022  
Date Received:  
Contract Number: 62220555  
Prime Contractor: COFFMAN ASSOCIATES  
Amount of Project: 1320968.06  
%MBE  
%WBE  
%DBE 17

Special Instructions:



# AVIATION DEPARTMENT DBE Contractor Utilization Plan Approval

Date: 8-18-22  
 To: Andy Adkins, DBE Program Coordinator, Aviation Department  
 From: Mike Waller & Sara Hurst, Planning & Engineering  
 Subject: Project No.62220555 – Aviation & Planning Services - MKC

|  |   |
|--|---|
| <b>Type:</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment No. _____   |   |
| <b>Funding:</b> <input type="checkbox"/> City (MBE/WBE) <input checked="" type="checkbox"/> Federal (DBE) <sup>1</sup> <input type="checkbox"/> State (DBE) <sup>1</sup> <input type="checkbox"/> Tenant MBE/WBE <input type="checkbox"/> Tenant DBE <sup>1</sup><br><input type="checkbox"/> Other: <input type="checkbox"/> Grant #                          |   |
| <b>Contract Category:</b> <input type="checkbox"/> Construction <input type="checkbox"/> General Service <input type="checkbox"/> Facility Repair <input type="checkbox"/> Lease<br><input checked="" type="checkbox"/> Design Professional <input type="checkbox"/> Professional Services <input type="checkbox"/> Concession <input type="checkbox"/> Tenant |   |
| <b>Bid/Proposal Closing Date:</b> 03/21/22   | <b>No. of Bidders/Proposers:</b> 4  |
| <b>Recommended Bid/Proposal<sup>2</sup>:</b> \$ 1,320,968.06   |   |
| <b>Company:</b> Coffman Associates<br><b>Contact:</b> Mike Dmyterko<br><b>Contact Email:</b> miked@coffmanassociates.com   | <b>Address:</b> 12920 Metcalf Avenue, Suite 200 Overland Park, KS 66213<br><br><b>Phone:</b> 816-524-3500<br><b>Fax:</b> 816-524-2575 |
| <b>Additional Information:</b>   |   |

cc: Mike Waller, Senior Planner  
 Jade Liska

|  |   |
|--|---|
| FOR AVIATION DEPARTMENT USE ONLY   |   |
| <p><b>The attached Contractor Utilization Plan is:</b></p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Disapproved</p> <p>Contractor Utilization Plan Participation: _____ %<br/>                 DBE</p> | <p><b>The Request for Best Faith Efforts Waiver is:</b></p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Disapproved</p> <p><input type="checkbox"/> Not Applicable</p> |
| <p>_____</p> <p>Date</p>   |   |

DBE Program Coordinator

DocuSigned by:  
  
 124960329678445...

<sup>1</sup> DBE Programs apply to specific federal or state grant requirements.  
<sup>2</sup> The dollar figure here should match the approved Bid/Proposal recommendation on file with the requesting department.  
 I:\PD\DT\62220555 Aviation Planning Services - MKC\Design\Agreement\Compliance\DBE Utilization Plan Approval Form 08202021.docx

**CONTRACT SUMMARY<sup>3</sup>:**

Project Goal: 17 % DBE

|                                      |                 |
|--------------------------------------|-----------------|
| Original Contract Maximum Obligation | \$ 1,320,968.06 |
| Amendment No. 1                      | \$ _____        |
| Amendment No. 2                      | \$ _____        |
| Amendment No. 3                      | \$ _____        |
| Amendment No. 4                      | \$ _____        |
| Amendment No. 5                      | \$ _____        |

**Current Maximum Obligation:** \$ 1,320,968.06

*Proposed Amendment No.* \$ \_\_\_\_\_

***Proposed Revised Contract Maximum Obligation*** \$ 1,320,968.06

<sup>3</sup> The CONTRACT SUMMARY information should match information and calculations gathered and computed on the Contract Amendment Preparation Checklist. The Checklist form is found on Contract Central.

# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 62220555\_\_\_\_\_

Project Title: Aviation Planning Services\_\_\_\_\_ Aviation Department

Coffman Associates, Inc.

(Bidder/Proposer)

STATE OF Kansas )  
 ) ss  
COUNTY OF Johnson )

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

1. This Affidavit is made for the purpose of complying with the provisions of the DBE submittal requirements on the above project and the DBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize DBE contractors on the project.
2. The project goals are **17% DBE**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of DBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION: 22.42 % DBE**

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

a. Name of DBE Firm Martinez Geospatial  
Address 2915 Waters Road, Suite 100, Eagan, MN 55121  
Telephone No. 651-686-8424  
I.R.S. No. 41-1239419

b. Name of DBE Firm Landry Consulting LLC  
Address 2960 E La 46 Saint Bernard, LA, 70085-5141  
Telephone No. 206-714-7663  
I.R.S. No. 01-0911580

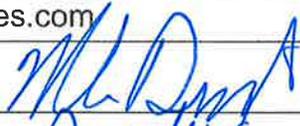
c. Name of DBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_



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

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

Bidder/Proposer primary contact: Mike Dmyterko  
Address: 12920 Metcalf Ave. Suite 200, Overland Park, KS 66213  
Facsimile number: 816-524-2575  
E-mail Address: miked@coffmanassociates.com

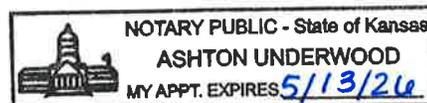
By:   
Title: President  
Date: 9/9/2022

(Attach corporate seal if applicable)

Subscribed and sworn to before me this 9<sup>th</sup> day of September, 2022.

My Commission Expires: 5/13/2026

  
Notary Public







ATTACHMENT \_\_

LETTER OF INTENT TO SUBCONTRACT

Project Number: 62220555\_\_\_\_\_

Project Title: Aviation Planning Services\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

DBE Subcontractor is, to the best of Prime Contractor’s knowledge, currently certified with CREO KC to perform in the capacities indicated herein. Prime Contractor agrees to utilize DBE Subcontractor in the capacities indicated herein, and DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, **contingent upon award of the contract to Prime Contractor**.

  
\_\_\_\_\_  
Signature: Prime Contractor

  
\_\_\_\_\_  
Signature: DBE Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TIMETABLE FOR DBE UTILIZATION**

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

I, Patrick Taylor, acting in my capacity as Principal  
*(Name)* *(Position with Firm)*  
of Coffman Associates, Inc., with the submittal of this Timetable, certify that  
*(Name of Firm)*  
the following timetable for DBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

**ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**

*(Check one only)*

15 days  75 days  135 days   
30 days  90 days  150 days   
45 days  105 days  165 days   
60 days  120 days  180 days   
Other 36 Months (Specify)

Throughout  Beginning 1/3   
Middle 1/3  Final 1/3   
Beginning 1/3 33.0 % Middle 1/3 34.0 % Final 1/3 33.0 %

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

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

Patrick Taylor  
(Signature)

Principal  
(Position with Firm)

8.17.22  
(Date)



# REQUEST FOR MODIFICATION OR SUBSTITUTION

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

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** 62220555 \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

**Project Goals:** 17% DBE  
**Contractor Utilization Plan:** \_\_\_\_\_% DBE

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

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

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

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

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

**TO**

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

c. Attach 00460 Letter of Intent to Subcontract letter for each new DBE to be added.

d. Attach a copy of the most recent 00485.01 DBE Monthly Utilization Report.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated: \_\_\_\_\_ (Bidder/Proposer/Contractor)

By: \_\_\_\_\_ (Authorized Representative)

-----  
(Do Not Write in This Space: DBE Manager Use Only)

\_\_\_ Approved \_\_\_ Disapproved

\_\_\_\_\_  
Aviation Department DBE Manager



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

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

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

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

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

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

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

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

My commission expires:

\_\_\_\_\_  
Notary Public



# ATTACHMENT      SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number 62220555 \_\_\_\_\_

Project Title Aviation Planning Services \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_)

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

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

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

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

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

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

**Business Entity Type:**

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

**Subcontractor's Legal Name and Address**

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: \_\_\_\_\_

E:mail: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

**NOTARY**

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

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

Print Name

Title





KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

1118 Oak Street  
Kansas City, MO 64106-2786

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: [revenue@kcmo.org](mailto:revenue@kcmo.org)  
[kcmo.gov/kctax](http://kcmo.gov/kctax)

BRIDGET BERRY  
COFFMAN ASSOCIATES INC  
12920 METCALF AVE STE 200  
OVERLAND PARK KS 66213-2625

Letter Id: L1006492928  
Date: 18-Aug-2022  
Taxpayer Id: \*\*-\*\*\*1450



## TAX CLEARANCE STATUS: APPROVED

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

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

Mari Ruck  
Commissioner of Revenue

Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.



**ATTACHMENT \_\_ - SECURITY CONTROL PROCEDURES**  
**CHARLES B WHEELER DOWNTOWN AIRPORT**

**1. Lock and Key Procedure**

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

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

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

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

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

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

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

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

## 2. Identification Systems

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

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

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

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

### D. Responsibility

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

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

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

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

#### Front of Badge

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

### Back of Badge

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

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

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

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

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

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

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

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

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

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

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

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

Any individual with 2 written violations will surrender the badge.

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

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

### **3. Access and Vehicle Parking**

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

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

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

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

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

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

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

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

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

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

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

#### **4. Communications and Coordination**

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

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

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

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

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

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

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

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

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

## **5. Equipment and Stockpile Height**

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

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

## **6. Excavation and Trenches**

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

## **7. Night and Weekend Work**

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

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

## **8. Traffic Control**

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

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

## **9. Other Safety Requirements**

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

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

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

## **10. General Notes**

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

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

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



# COMPUTER-AIDED DESIGN/DRAFTING (CADD) STANDARDS

Last Revision: Jan. 10, 2019

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

## I. Submittals

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



## City of Kansas City, Missouri Aviation Department

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

### II. Software

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

### III. Sheet Organization

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



## City of Kansas City, Missouri Aviation Department

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

### IV. Layer Organization

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

## ATTACHMENT \_\_\_\_

### ELECTRONIC FORMAT REQUIREMENTS

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

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

#### 1. Electronic Format Requirements and Naming Conventions

##### Drawings/plans

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

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

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

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

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

#### 2. DIVISIONS 00-01; KANSAS CITY CONTRACT CENTRAL

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

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

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

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

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

Aviation Department Project Number

Division # - Page # [10 Font]

### 3. TECHNICAL SPECIFICATION STANDARDS

A. GENERAL:

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

B. SECTION HEADINGS:

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

C. PARAGRAPH HEADINGS:

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

D. PARAGRAPH TEXT:

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

E. PARAGRAPH NUMBERING AND FOOTERS:

Multilevel numbering following the MasterSpec numbering convention.

F. Change the term "Architect" to "Planning professional".

#### **4. CONTRACT ORIGINALS – PROCESSING AND APPROVAL**

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

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

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

#### **5. CONTRACT PROCESSING SCHEDULES**

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

#### **6. PREPARING AND ISSUING ADDENDA**

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

#### **7. PRE-BID/PRE-CONSTRUCTION CONFERENCE**

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

**ATTACHMENT**  
**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

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

STATE OF Kansas )  
 ) ss  
COUNTY OF Johnson )

On this 18th day of August, 2022, before me appeared David Fitz, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

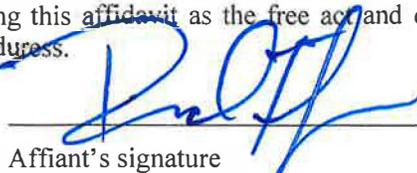
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Chief Executive Officer (title) of Cof fmarAssociates, Inc. (business entity) and I am duly authorized, directed or empowered to act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

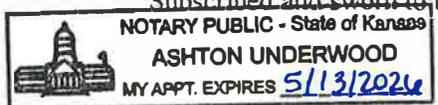
I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

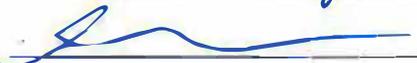
I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security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

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

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

  
\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this 18 day of August, 2022.  
  
NOTARY PUBLIC - State of Kansas  
ASHTON UNDERWOOD  
MY APPT. EXPIRES 5/13/2024

  
\_\_\_\_\_  
Notary Public

My Commission expires: 5/13/2024



Company ID Number: \_\_\_\_\_

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Coffman Associates (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

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

| State   | Number of sites | Site(s) |
|---------|-----------------|---------|
| Kansas  | 1               |         |
| Arizona | 1               |         |

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

|                   |                             |
|-------------------|-----------------------------|
| Name:             | David Fitz                  |
| Telephone Number: | 816-524-3500                |
| Fax Number:       | 816-524-2575                |
| E-mail Address:   | dfitz@coffmanassociates.com |

|                   |  |
|-------------------|--|
| Name:             |  |
| Telephone Number: |  |
| Fax Number:       |  |
| E-mail Address:   |  |



## SUBCONTRACTOR LIST

Project Number 62220555 \_\_\_\_\_ Project Title Aviation Planning Services \_\_\_\_\_

Contractor \_\_\_\_\_ Date \_\_\_\_\_

| Firm, Address, Contact | Phone, FAX and E-mail Address | Scope of Work<br>(i.e. Supplier, Consulting<br>Firm, Electrical) | Contract Amount |
|------------------------|-------------------------------|--|-----------------|
|                        |                               |  |                 |
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## **AFFIRMATIVE ACTION PROGRAM INSTRUCTIONS**

A. **Policy:** It is the policy of the City to ensure that a good faith effort will be made by any person or entity entering into a contract with the City, to employ applicants and to treat employees equally without regard to their race, color, creed or religion, national origin, sex, disability or age.

B. **Compliance:** In order to comply with the Affirmative Action Program requirements, Bidder/Proposer should attach one of the following to its bid/proposal:

- Proposed Affirmative Action Program
- Certificate of Compliance issued by CREO KC
- Certificate of Compliance issued by another Governmental Agency
- Exemption letter issued by CREO KC because the business employs less than fifty employees

C. **Questions:** If you have any questions regarding the Affirmative Action requirements, please contact Ian Redhead, Acting as Aviation Department DBE Program Manager at (816) 243-3180.

**Appendix A to Part 26—Guidance Concerning Good Faith Efforts**[top](#)

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by **DBE** firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a **DBE** goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient **DBE** participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain **DBE** participation sufficient to meet the **DBE** contract goal. Mere *pro forma* efforts are not good faith efforts to meet the **DBE** contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of **DBE** participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain **DBE** participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified **DBEs** who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the **DBEs** to respond to the solicitation. The bidder must determine with certainty if the **DBEs** are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by **DBEs** in order to increase the likelihood that the **DBE** goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate **DBE** participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested **DBEs** with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested **DBEs**. It is the bidder's responsibility to make a portion of the work available to **DBE** subcontractors and suppliers and to select those portions of the work or material needs consistent with the available **DBE** subcontractors and suppliers, so as to facilitate **DBE** participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of **DBEs** that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for **DBEs** to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including **DBE** subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using **DBEs** is not in itself sufficient reason for a bidder's failure to meet the contract **DBE** goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from **DBEs** if the

price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average **DBE** participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.



## EXPERIENCE AND REFERENCE SUMMARY

Project Number: 62220555 \_\_\_\_\_

Project Title: Aviation Planning Services - MKC \_\_\_\_\_

|                                   |  |
|-----------------------------------|--|
| <b>Firm's Legal Name</b>          | Coffman Associates, Inc.                                 |
| <b>Mailing Address</b>            | 12920 Metcalf Avenue, Suite 200, Overland Park, KS 66213 |
| <b>Contact – Name &amp; Email</b> | David Fitz, dfitz@coffmanassociates.com                  |
| <b>Contact – Phone &amp; Fax</b>  | Phone: (816) 524-3500; Fax: (816) 524-2575               |

| NO. | PROJECT & LOCATION   | OWNER NAME & ADDRESS<br>CONTACT & PHONE NUMBER  | PROJECT DURATION &<br>DATE COMPLETED | \$ VALUE  |
|-----|--|---|--------------------------------------|-----------|
| 1.  | Airport Master Plan<br>Fort Worth Meacham International Airport,<br>Texas                          | City of Fort Worth, 201 American Concourse,<br>Ste. 330, Fort Worth, TX 76102<br>Aaron Barth, (817) 392-5406        | February 2021 - Current              | \$287,596 |
| 2.  | Airport Master Plan<br>Portland International Jetport, Maine                                       | City of Portland, 1001 Westbrook St.,<br>Portland, ME 04102<br>Paul Bradbury, (207) 874-8877                        | May 2014 - June 2018                 | \$509,196 |
| 3.  | Airport Layout Plan with Narrative Report<br>Lubbock Preston Smith International Airport,<br>Texas | City of Lubbock, Route 3, Box 389<br>Lubbock, TX 79401<br>Kelly Campbell, (806) 775-3126                            | December 2014 - June 2017            | \$114,240 |
| 4   | Airport Master Plan<br>Topeka Regional Airport, Kansas   | Metropolitan Topeka Airport Authority,<br>6510 SE Forbes Ave., #1, Topeka, KS 66619<br>Eric Johnson, (785) 862-2362 | August 2015 -<br>November 2016       | \$304,720 |
| 5   | Airport Master Plan<br>Scottsdale Airport, Arizona   | City of Scottsdale, 15000 N. Airport Dr., Ste 100<br>Scottsdale, AZ 85251<br>Gary Mascaro, (480) 312-2321           | October 2012 - June 2015             | \$428,260 |
| 6   | Airport Master Plan<br>Salina Regional Airport, Kansas   | Salina Airport Authority, 3237 Arnold Ave.<br>Salina, KS 67401<br>Timothy Rogers, (785) 827-3914                    | September 2012 - July 2014           | \$225,000 |
| 7   |  |   |                                      |           |
| 9   |  |   |                                      |           |
| 10  |  |   |                                      |           |

## BIDDER'S LIST STATISTICS – 49 CFR PART 26.11

Dear Bidder / Proposer:

The Kansas City Aviation Department (MCI) maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on US Department of Transportation (DOT) assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to ANY TIER SUBCONTRACTORS. Return the form from each proposer **with your bid package**. The bid package must have a Bidder' List for the prime contractor as well. Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Ian Redhead, Disadvantaged Business Enterprise Liaison Officer (816) 243-3100.

**This information will only be used for statistical purposes per 49 CFR Part 26.11**

Firm Name: **Aeroplex Group Partners**

Firm Address: **3333 E. Spring Street, Suite 204**

**Long Beach, CA 90806**

Company's Type of Work (optional): \_\_\_\_\_

NAICS Code(s) (optional) \_\_\_\_\_

Month/Year firm started: **2015** Status: Non-DBE  DBE

### **Company Owner(s) Background (optional)**

African American       Asian       Male  
 Hispanic       Native American       Female  
 Polynesian       Caucasian       Other \_\_\_\_\_

### **Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000 \_\_\_\_\_ \$500,000 - \$1,000,000  \$1 Million - \$5 Million \_\_\_\_\_

\$5 Million - \$10 Million \_\_\_\_\_ \$10 Million - \$16.7 Million \_\_\_\_\_ Above \$16.7 Million \_\_\_\_\_

**Request for Qualifications/Proposals - Project No.  
6222055 - Aviation Planning Services - MKC - 3/21/22**  
Name / Date of Solicitation: \_\_\_\_\_

**BIDDER'S LIST STATISTICS – 49 CFR PART 26.11**

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Firm Name: Anderson Surveying

Firm Address: 1270 NE DELTA SCHOOL ROAD  
LEE'S SUMMIT, Mo. 64064

Company's Type of Work (optional): LAND SURVEYING

NAICS Code(s) (optional) 5413

Month/Year firm started: 1946 Status: Non-DBE  DBE

**Company Owner(s) Background (optional)**

African American       Asian       Male  
 Hispanic       Native American       Female  
 Polynesian       Caucasian       Other \_\_\_\_\_

**Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000     \$500,000 - \$1,000,000     \$1 Million - \$5 Million   
\$5 Million - \$10 Million     \$10 Million - \$16.7 Million     Above \$16.7 Million

Name / Date of Solicitation: James S. Anderson 8/19/22

Project No. 62220555 - Aviation Planning Services - MKC / March 21, 2022

## BIDDER'S LIST STATISTICS – 49 CFR PART 26.11

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Firm Name: Crawford, Murphy & Tilly, Inc

Firm Address: 1627 Main Street, Suite 600, Kansas City, MO 64108 (Local)

2750 W. Washington St., Springfield, IL 62704 (Headquarters)

Company's Type of Work (optional): Engineering/Planning Consultancy

NAICS Code(s) (optional) \_\_\_\_\_

Month/Year firm started: 09/1946 Status: Non-DBE  DBE

### **Company Owner(s) Background (optional)**

African American

Asian

Male

Hispanic

Native American

Female

Polynesian

Caucasian

Other Employee S-Corporation

### **Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000  \$500,000 - \$1,000,000  \$1 Million - \$5 Million

\$5 Million - \$10 Million  \$10 Million - \$16.7 Million  Above \$16.7 Million

Name / Date of Solicitation: Aviation Planning Services - MKC, Project No. 62220555 - March 21, 2022

## BIDDER'S LIST STATISTICS – 49 CFR PART 26.11

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Firm Name: Kimley-Horn and Associates, Inc.

Firm Address: 421 Fayetteville Street, Suite 600

Raleigh, NC 27601

Company's Type of Work (optional): Multidisciplinary planning and engineering

NAICS Code(s) (optional) 541330

Month/Year firm started: 02/1967 Status: Non-DBE  DBE

### **Company Owner(s) Background (optional)**

African American       Asian       Male  
 Hispanic       Native American       Female  
 Polynesian       Caucasian       Other \_\_\_\_\_

### **Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000       \$500,000 - \$1,000,000       \$1 Million - \$5 Million

\$5 Million - \$10 Million       \$10 Million - \$16.7 Million       Above \$16.7 Million

**Name / Date of Solicitation:** Project No.62220555 – Aviation Planning Services - MKC / March 21, 2022

## BIDDER'S LIST STATISTICS – 49 CFR PART 26.11

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Firm Name: Landry Consulting LLC

Firm Address: 3801 Edgewood Dr. Vancouver, WA 98661

Company's Type of Work (optional): Aviation Consulting

NAICS Code(s) (optional) \_\_\_\_\_

Month/Year firm started: 05/2008 Status: Non-DBE \_\_\_ DBE X

### **Company Owner(s) Background (optional)**

\_\_\_ African American      \_\_\_ Asian      \_\_\_ Male  
\_\_\_ Hispanic      \_\_\_ Native American      \_\_\_ Female  
\_\_\_ Polynesian      X Caucasian      \_\_\_ Other \_\_\_\_\_

### **Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000 X      \$500,000 - \$1,000,000 \_\_\_\_\_      \$1 Million - \$5 Million \_\_\_\_\_

\$5 Million - \$10 Million \_\_\_\_\_      \$10 Million - \$16.7 Million \_\_\_\_\_      Above \$16.7 Million \_\_\_\_\_

Name / Date of Solicitation: Joanne M Landry, August 19, 2022

Project No. 62220555 - Aviation Planning Services - MKC / March 21, 2022

## BIDDER'S LIST STATISTICS – 49 CFR PART 26.11

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Firm Name: Lean Technology Corporation

Firm Address: 5319 University Drive#141 Irvine, CA 92612, Tel: 949-502-8687

Company's Type of Work (optional): Engineering

NAICS Code(s) (optional) 541330 Engineering Services, 541690 Other Scientific & Technical Consulting Services

Month/Year firm started: 2003 Status: Non-DBE X DBE    

### **Company Owner(s) Background (optional)**

    African American                          Asian                                          Male  
  X   Hispanic                                          Native American                          Female  
    Polynesian                                          Caucasian                                          Other                     

### **Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000        \$500,000 - \$1,000,000        \$1 Million - \$5 Million    

\$5 Million - \$10 Million   X      \$10 Million - \$16.7 Million        Above \$16.7 Million    

Name / Date of Solicitation: Aviation Planning Services - MKC, Project No 6222055 - March 21, 2022

## BIDDER'S LIST STATISTICS – 49 CFR PART 26.11

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Firm Name: Martinez Geospatial

Firm Address: 2915 Waters Road Suite 100, Eagan, MN 55121

Company's Type of Work (optional): Surveying & Mapping

NAICS Code(s) (optional) 541370

Month/Year firm started: 01/1974 Status: Non-DBE \_\_\_ DBE x

### **Company Owner(s) Background (optional)**

African American       Asian       Male  
 Hispanic       Native American       Female  
 Polynesian       Caucasian       Other \_\_\_\_\_

### **Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000 \_\_\_ \$500,000 - \$1,000,000 \_\_\_ \$1 Million - \$5 Million x

\$5 Million - \$10 Million \_\_\_ \$10 Million - \$16.7 Million \_\_\_ Above \$16.7 Million \_\_\_

Name / Date of Solicitation: Aviation Planning Services - MKC, Project No 6222055 - March 21, 2022

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**BIDDER'S LIST STATISTICS – 49 CFR PART 26.11**

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**This information will only be used for statistical purposes per 49 CFR Part 26.11**

Firm Name: Coffman Associates, Inc.

Firm Address: 12920 Metcalf Ave, Suite 200

Overland Park, KS 66213

Company's Type of Work (optional): Airport Planning/Consulting

NAICS Code(s) (optional) 541611

Month/Year firm started: 11/1979 Status: Non-DBE  DBE

**Company Owner(s) Background (optional)**

African American       Asian       Male  
 Hispanic       Native American       Female  
 Polynesian       Caucasian       Other \_\_\_\_\_

**Annual Gross Receipts of the Firm: (check one)**

\$0 to \$500,000     \$500,000 - \$1,000,000     \$1 Million - \$5 Million   
\$5 Million - \$10 Million     \$10 Million - \$16.7 Million     Above \$16.7 Million

Name / Date of Solicitation: NOTICE TO AVIATION PLANNING/ENVIRONMENTAL CONSULTANTS/ December 14 ,2021

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF GOOD STANDING

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

**COFFMAN ASSOCIATES, INC.**

**00215724**

A Missouri entity was created under the laws of this State on 11/19/1979, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, the 31st day of March, 2021.

  
Secretary of State

Certification Number: CERT-IN72224



City of Kansas City, Mo.  
**BUSINESS LICENSE**

Revenue Division

For the operation of:

**COFFMAN ASSOCIATES INC  
12920 METCALF AVE STE 200  
OVERLAND PARK KS 66213-2625**



**L0959204608**  
CID-91481430784



**2022**

*This license is effective until December 31, 2022. You have until the last day of February to renew.*

Pursuant to City ordinances and conditioned upon payment of the requested fee or tax due, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.



KANSAS CITY  
MISSOURI

**0348064896**

Post at location licensed

**Mari Ruck, Commissioner of Revenue**

This license may be suspended or revoked in accordance with City ordinances.

This license remains the property of the City of Kansas City, Mo.  
FINANCE DEPARTMENT ♦ REVENUE DIVISION ♦ BUSINESS LICENSE SECTION  
1118 Oak Street ♦ Kansas City, MO 64106-2786 ♦ (816) 513-1120