

**MASTER CONTRACT FOR SERVICES
CITY OF KANSAS CITY, MISSOURI – AVIATION DEPARTMENT**

CONTRACT NO: 6222100050

DESCRIPTION: Operation and maintenance service of low voltage systems in the new terminal facility at Kansas City International Airport.

THIS Contract between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, by and through its Aviation Department (“CITY”) and Siemens Industry, Inc., Smart Infrastructure (“CONTRACTOR”).

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the “Contract Documents” and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms “Agreement” and “Contract” and “Contract Documents” are used interchangeably in this Contract and the terms “Agreement” and “Contract” and “Contract Documents” each include all “Contract Documents.”

Attachment A: Scope of Service

Attachment B: Civil Rights and Equal Opportunity (CREO)

00450 Contractor Utilization Plan and Request for Waiver (101222)

00450.01 Letter of Intent to Subcontract (101222)

Attachment C: Bonds

00610 Performance and Maintenance Bond

00616 Performance Bond

Attachment D: Exemption Certificates

00560.00 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment E: 00620 Insurance Certificate

Attachment F: 00630 Revenue Clearance Release Authorization

Attachment G: 00515.01 Employee Eligibility Verification Affidavit

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin upon substantial completion on or about February 13, 2023 and shall end no later than February 14, 2028. The Director of Aviation is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- (a) The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed twelve million four hundred twenty one thousand five hundred seventy five dollars (\$12,421,575.00). CITY shall pay CONTRACTOR for services detailed in Attachment A – Scope of Service.
- (b) CONTRACTOR shall bill the CITY monthly in a form acceptable to the City.
- (c) The prices established in Section 3A of this Agreement shall remain firm during the contract period. Compensation for each renewal period will be determined by the City by negotiation with the Contractor.

Sec. 4. Effective Date of Contract. This contract will become effective when the City's Director of Finance has signed it.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of Contractor. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws on the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has

been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non-conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate the Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon the ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.
- (d) All records/data are owned by the City and City may request all records/data, at no cost, in a mutually agreed to format once per year and at contract closing.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Contractor shall, if applicable:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceeded \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR 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 Contract.

Sec. 16. 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 Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Service of Process. In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

Sec. 18. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:

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

If to the CONTRACTOR:

Siemens Industry, Inc.
Bart Jacobson, Branch General Manager
8066 Flint Street
Lenexa, KS 66214
913-208-0470
bart.jacobson@siemens.com

Sec. 19. General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section will respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 20. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR 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 reasonable attorneys' fees, to the extent arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR 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. 21. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$10,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall

provide coverage on an “any auto” basis and on an “occurrence” basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 5. Where applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 6. Where applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Contractor’s Cyber Liability Policy or Contractor’s Property Insurance Policy as covered property.
 7. Excess Liability/Umbrella insurance on a follow-form basis with respect to 1 and 3 above with limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR’s nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (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. 22. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 23. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 24. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all substantially similar services supplied by CONTRACTOR through its Regional Solutions and Services Americas Business Unit, in substantially similar transactions to public sector client located in the State of Missouri and similarly situated to the CITY as of the date of this Contract.

Sec. 25. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder

Sec. 26. Professional Services - Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 27. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") specifically first developed by CONTRACTOR or its agents, whether solely or jointly with others, that are commissioned by, deliverable to, and paid for by the CITY during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR 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. CONTRACTOR hereby assigns to CITY any rights it may have in such

copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents. Notwithstanding the foregoing, Copyrightable Works shall not include CONTRACTOR's pre-existing intellectual property.

Sec. 28. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment B**. If CONTRACTOR fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 29. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CIY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY

Sec. 30. Emergencies.

- (a) Disaster means any large-scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity, which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CNTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operations during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and

CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 31. Annual Appropriation of Funds.

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense and are not subject to any subsequent appropriation of funds. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Director of Aviation is aware of the non-appropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 32. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 33. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and CONTRACTOR employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 34. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinance and regulations applicable to this Contract. Contractor shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

- (a) **Title VI of the Civil Rights Act of 1964 (City Specific Requirement).** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).
- (b) **Nondiscrimination in Employment (City Specific Requirement).** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.
- (c) **Ban the Box in Hiring and Promotion.**
 - (1) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
 - (2) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
 - (3) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.
- (d) **Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

Sec. 35. Compliance with Nondiscrimination Requirements. (Federal Requirements) During the performance of this Contract, the CONTRACTOR, for itself, its assignees, and successors in interest agrees as follows:

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

- (g) For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

Sec. 36. 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 states 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).

Sec. 37. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Sec. 38. Title VI Solicitation Notice. The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Sec. 39. Construction, Use, and Access to Real Property. The Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts and Authorities.

In the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City will have the right to terminate the Contractor and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Contractor had never been made or issued.

Sec. 40. Federal Fair Labor Standards Act (Federal Minimum Wage). All contract 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.

Sec. 41. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. 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.

Sec. 42. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modification or changes in the Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the CONTRACTOR agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

Sec. 43. Reservations. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference.

The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

Sec. 44. Restricted Areas/Safety. CONTRACTOR will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. CONTRACTOR shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. CONTRACTOR shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if CONTRACTOR is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if CONTRACTOR is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. CONTRACTOR agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to CONTRACTOR shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the CONTRACTOR that CONTRACTOR is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event CONTRACTOR, its officer, employees, invitees or Contractors cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, CONTRACTOR shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify CONTRACTOR in writing of any claimed violations so as to permit CONTRACTOR an opportunity to participate in any investigation or proceedings

Sec. 45. Additional Records Requirements. This provision is in addition to any other records provision in this contract. 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.

Sec. 46. Additional Federal Requirements. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

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

Sec. 47. Clean Air and Water Pollution Control. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

Sec. 48. Texting While Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Sec. 49. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

Sec. 50. Duties and Obligations Not Limited. The duties and obligations imposed by this contract 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.

Sec. 51. Scope of Work Limited. This contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

CONTRACTOR

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

By: _____

Title: _____

Date: _____

(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: _____

Pat Klein
Director of Aviation

Date: _____

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

Approved as to form:

Assistant City Attorney (date)

Director of Finance (date)

MASTER CONTRACT FOR SERVICES ATTACHMENT A - SCOPE OF SERVICE

EXECUTIVE SUMMARY

SIEMENS has amended the original proposal to provide levels of service for each system as follows:

- **FBMS - Comprehensive (Level 1):** This is the 'Comprehensive' service approach. SIEMENS will be performing much of the maintenance associated with the systems directly as well as repair and replacement during years 2- 5 on the new terminal. In addition, the current building automation system for nine existing buildings (excluding terminals B and C) will be integrated into the service program as defined within this proposal.
- **Security (VSS and ACS) - Standard (Level 2):** With the 'Standard' service approach, SIEMENS will be performing critical functions directly but without 'repair and replacement' included. The program also incorporates the nine existing buildings' cameras and access control systems (excluding terminals B and C). Onsite SIEMENS resources will help manage the system twenty hours per day, five days per week.
- **Fire Alarm and Public Address - Basic (Level 3):** Under the 'Basic' program, SIEMENS will provide software, test and inspection services and emergency support for the Fire Alarm system and will provide Platinum Service on the Public Address system. This program also includes the test and inspection of existing buildings (excluding terminals B and C).

With the Comprehensive approach, SIEMENS will utilize onsite expertise supported by above site analytics and remote analysis (FBMS) to deliver efficient processes and outcomes. The Comprehensive program takes a three-point approach:

- **People** – Dedicated experts with deep domain knowledge
- **Process** – Consistent delivery and proven processes that ensure transparency and accountability
- **Technology** – Analytics to predict trends and maintain optimal performance

The data being churned out by all the systems within the new terminal can help inform decisions that uncover new possibilities and efficiencies – but all that data can just as easily overwhelm you. Our mission with the proposed program is to make this data work for you, save energy, predict business risk and, above all, to create amazing experiences that passengers remember. The right people, technology and processes will allow KCAD to deliver outstanding guest experiences for years to come.

SIEMENS Capabilities & Kansas City International Airport Commitment

SIEMENS Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 175 years, SIEMENS has built a culture of long-term commitment to innovation and technology. SIEMENS is a financially strong global organization with a Branch network that delivers personalized service and support to Kansas City International Airport in multiple capacities.

Pricing and Services Summary

Program Components	Year 1 (Warranty)	Year 2	Year 3	Year 4	Year 5
FBMS (Comprehensive Service) - Software Updates - Firmware Updates - Remote Alarm Management - Remote Analysis & Resolution - Fault Detection - Network Management - Operation Training & Coaching - Activity Center Service Dispatch and Warranty Tracking Portal - Onsite Support 20x5x365 - Repair and Replacement (years 2-5) in New Terminal - Existing Buildings (9): Service through converted Legacy FBMS via SIEMENS FBMS	\$551,027	\$705,348	\$726,261	\$747,985	\$770,560
Fire Alarm and Public Address (Basic Level Service) - Software Updates - Firmware Updates - Remote Alarm Mgmt. (FA) - Test and inspection of Fire Alarm and Clean Agent System - Emergency Response: 2hr online, 4hr onsite - Test and Inspection of Existing Buildings	\$353,915	\$523,344	\$480,854	\$623,095	\$607,981
Security VSS and ACS (Standard Service Level) - Software Updates - Firmware Updates - Operator Training & Coaching - Test Inspection - Activity Central Service Dispatch and Warranty Tracking Portal - Onsite Support 20x5x365 - Existing Building Cameras and Card Readers	\$1,056,732	\$1,159,588	\$1,213,215	\$1,269,803	\$1,329,533
Service Costs Per Year	\$1,961,673	\$2,388,280	\$2,420,330	\$2,640,884	\$2,708,074
Bond Costs Per Year	\$9,808	\$11,941	\$12,102	\$13,204	\$13,540
Total Costs Per Year	\$1,971,481	\$2,400,221	\$2,432,432	\$2,654,088	\$2,721,614
<u>OPTIONAL PROJECT COSTS</u> Existing Buildings Legacy FBMS Enabling Project (one time cost)	Optional \$241,739	\$0	\$0	\$0	\$0

NEW TERMINAL: COMBINED SERVICE APPROACH

Service Overview

Under the proposed Service Agreement, SIEMENS will provide onsite services to KCAD on a full-time basis 20 hours per day, 5 days a week within the new terminal. These onsite resources will have deep Security domain knowledge but will be able to provide immediate first-level support for the FBMS, Fire Alarm and Security (ACS and VSS) systems.

SIEMENS uniquely understands the variety of tickets and service interactions involved in day-to-day operations at KCI. We suggest that how these service events are processed is just as important as who processes them. Understanding the importance of efficient process means we can leverage the vast amounts of technology infrastructure within the new terminal to the maximum benefit for KCAD through real operational impact. For this reason, we present an integrated, predictive model that anticipates issues and allocates people appropriately.

Our approach focuses resources in the following service areas, where we've deemed them most impactful - People - Process – Technology

People: Onsite Staffing and Real-Time Support

You may not be able to hire, train, supervise and support an employee that is specialized in operating a specific building system, or in the case of KCI many building systems which are highly interactive, and interdependent, with one another. This section describes how we will organize, deploy, and manage the SIEMENS onsite resources.

SIEMENS Smart Building Specialists Onsite 20 Hours per Day, 5 Days per Week

SIEMENS will provide fully trained Smart Building performance specialists, who will work in your facility for 20 hours a day, five days per week. These individuals will focus on the facility and organizational objectives of KCI and KCAD and work to ensure that your systems operate in a constant state of readiness and at peak operational efficiency, in support of these objectives. These cross functional technicians will be security focused experts with the training and certifications to troubleshoot fire alarm and building automation issues.

Dedicated Customer Service Manager

The SIEMENS Customer Service Manager will provide various functions to ensure continuity of quality service. Include are monthly billing monitoring, escalation for all service items, problem management, warranty management, and scheduled operational meetings.

Emergency Online/Phone Response

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. SIEMENS will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and SIEMENS. Where applicable, SIEMENS will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, SIEMENS will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-Site Response

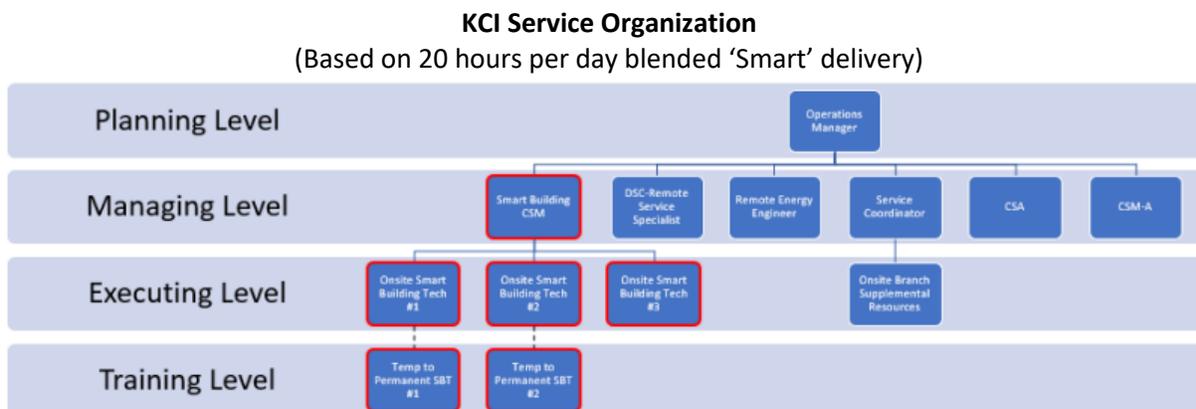
Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. SIEMENS will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and SIEMENS, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and SIEMENS, may be incorporated into the next scheduled service call.

Analytics and Remote Support Specialists Work in Concert with Onsite Resources

SIEMENS will use above site analytics and Remote Service Specialists (RSS) to predictively identify and resolve issues remotely when possible. When remote resolution is not possible these same resources will be used to proactively guide the activities of the onsite Smart Building Specialists allowing for quick and timely repairs, program changes, system additions, cleaning, etc. instead of waiting for a failure to schedule a Service Call.

Proposed Staffing Plan

The following chart shows our proposed staff resourcing plan.



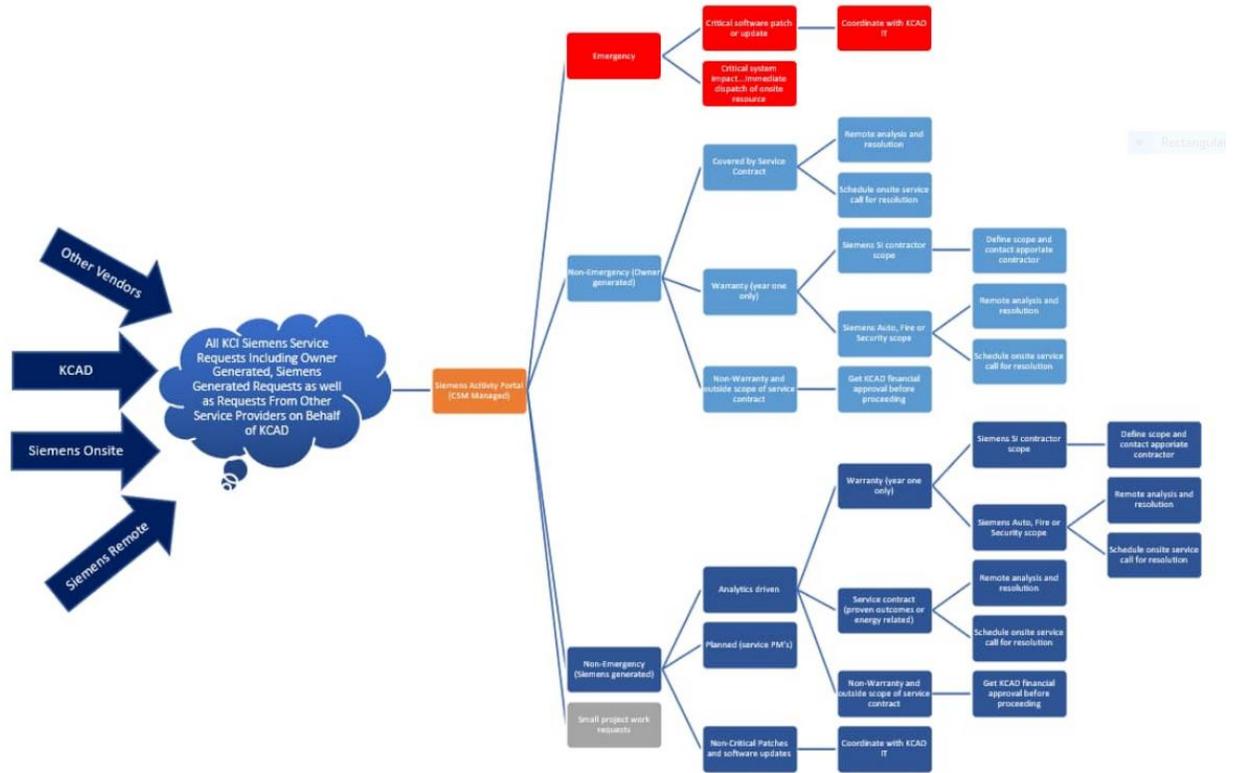
Organizational Chart Notes:

- 1) Red outline = dedicated KCI Team, White outline = non-dedicated team required for support
- 2) Smart Building CSM dedicated to KCI, transitions from project with understanding of all systems
- 3) 'Smart Building Techs' are security focused but trained in all disciplines. They will have the ability to respond with first level support in an emergency as well as accomplish basic PM tasks such as test and inspection and firmware updates in Fire and Automation.
- 4) 'Temp to Permanent Smart Building Techs' will be training to become fulltime resources. These roles will offer the team critical bench strength that can support lower to medium skilled tasks.

Process: Proactive Decisions

As one of the smartest airports in existence, KCI will have access to functional performance data envied by larger markets around the world. As such, the process for parsing this data and using it predictively in order to manage processes that were previously inefficient and highly manual with the commensurate staff workload. This section details how we will monitor system performance and remotely manage alerts, alarms, and performance data trends.

Note the following decision matrix illustrates the origin, types and reach of the anticipated service requests at KCI. We will triage service requests according to their warranty emergency status and whether they originated with the owner or through our own predictive modeling.

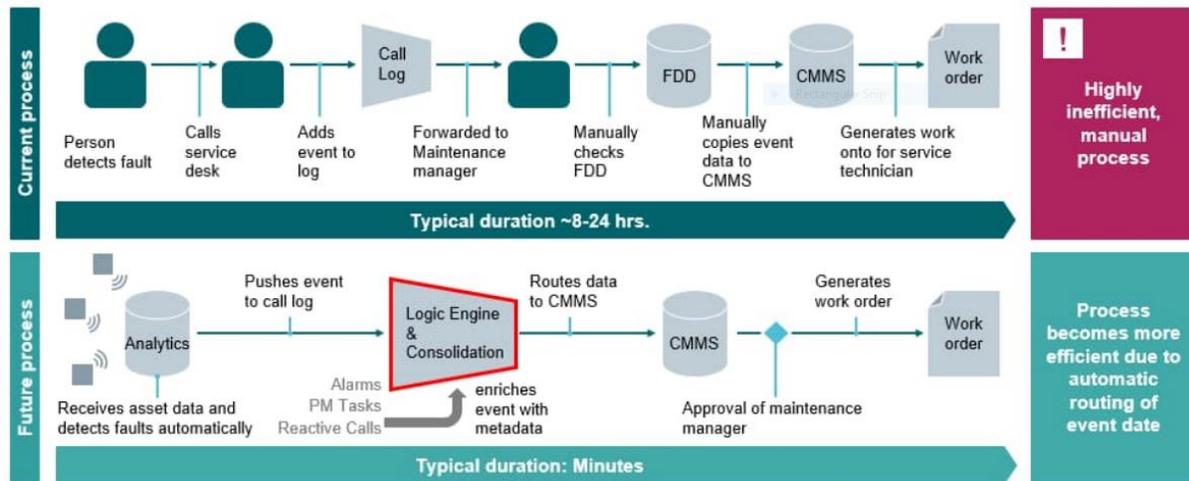


An Integrated, Optimized Work Order Process

We believe one of our greatest differentiators is our ability to optimize the Work Order process using the robust tools already installed onsite but with experts who know how to configure intelligence to proactively trend these data points before they become pain points. The diagram below contrasts the highly manual process that exists currently with the integrated, performance-based model we propose.

Note that in the future process, predictive analytics prompts the creation of log entries that route to our decision-making engine with metadata pulled from the building asset data.

Integration & Efficiency – Work Order System



Activity Portal: Alarms Monitoring for Predictive Metrics

Buildings and technical building systems must be fully functional and operational 24 hours a day, seven days a week, including evenings, weekends, and holidays. Typically, even 24/7 businesses reduce operating costs by reducing staff or the skill level of their staff during non-critical hours. The building system assets still need to be protected, but at an appropriate cost. You want a professional partner to monitor, receive, and respond to specific event information, technical alarms and alerts from your critical building systems 24/7, so someone can ‘watch over’ your building systems even when you are not physically on-site. SIEMENS has broad monitoring capabilities and portfolios with options to match your situation.

Each alarm or fault is transformed into an event, where facilities managers can view and drill down into event details, corresponding documentation, view historical information, take action, and resolve each as required. SIEMENS will assist KCAD in applying their own strategies and business logic to automatically prioritize, display, and view the most important events. Over time, KCAD can build and view reports on performance metrics and other KPIs, gaining visibility into the information that matters most, such as total events resolved each month, time to resolution, warranty versus service and so on.

- Enhanced ability to track and triage alarms, faults, and warranty (year one)
- Faster, easier incident response
- Streamlined dispatch to the appropriate working group or SIEMENS onsite technical team
- Consolidated view of all alarm, faults, and actions across the enterprise
- Reduced burden of alarms and alarm fatigue

The following alerts and alarms will be monitored as described below:

- *Fire Alarm – Alarm Management Services*
SIEMENS will monitor, receive and respond to fire and life safety alarms via a secure IP or telecommunications link. SIEMENS UL® listed and Five Diamond CSAA-certified central monitoring station staffed with dedicated monitoring and application specialists will implement your customer-specific response process on any received alarm. Fire alarm signals must be dispatched to the responding authorities upon receipt unless approved by your local Authority Having Jurisdiction (AHJ), in accordance with national fire codes. Once dispatched, these signals may not be able to be cancelled by the monitoring station depending on the AHJ. The signal to the fire department may be updated. A test signal (minimally daily) is included in the service to

ensure communication is readily available in the event of a signal transmission. Where required by the AHJ, Fire Certificated monitoring with full code driven alarm service may be available certifying the system is in compliance with the National Fire Code.

- *FBMS – Remote Alarm Management*

SIEMENS will monitor and respond to a defined set of alarms, alerts, and events via a dedicated and secure telecommunications link. After receiving an alarm/alert/event, SIEMENS local North American Digital Service Center (DSC) or North American Customer Service Center (CSC) will implement the KCAD-specific response process. We provide monitoring services around the clock or just when your staff is not present on-site. The action taken by the DSC or CSC team member is predetermined by a Specified Operating Protocol (SOP). Monitored systems can include: Automation, Critical Equipment Alarms (Generator, Boiler Low Temp/Low Pressure, Chiller), Software Applications, etc.

Management of Service (Reactive, Proactive and Predictive), Warranty and Dispatch Request to CMMS Activity Central™ is a cloud hosted, software-as-a-service (“SaaS”) platform that provides access to an intuitive portal that provides KCAD with transparency and insight into its alarms and faults. Activity Central™ can be easily embedded into standard operating procedures and can provide a dynamic real-time view which is capable of consolidating alarms and faults from multiple connected sites into a single interface. The Activity Central™ dashboard can be accessed from a browser, tablet, or mobile device. The pre-defined BAS alarms or faults are transmitted into Activity Central™ via email or Application Programming Interface (API) and transformed into a “ticket” for the CMMS that contains all the relevant details. Customer Facility managers can then view each alarm or fault ticket, see documentation and action taken by SIEMENS Smart Building Specialists. With Activity Central™, the most relevant information is available to make informed decisions for triage and resolution, to help meet business goals. Over time, existing building management procedures can be optimized by building and viewing reports on performance metrics and other pre-defined KPIs.

Training & Operational Support Education Services

Building systems for automation, energy, mechanical, electrical, fire and security, as well as user interfaces have become extremely feature-rich. With rapid advancements in technology, the need to stay current becomes an increasingly greater challenge. With proper and continuous education, you will be able to use the full spectrum of your system’s capabilities, which maximizes the return on your investment.

- *Operator Coaching – (FBMS, Fire Alarm and Security)*

Facility staff and system operators will lose knowledge and skills if continuing support is not frequently available. The application of information received in a training environment needs to be reinforced in specific building situations and in real time, in order to ensure that your facility staff receive the greatest return from their educational investment. Occasionally, your operators also need application implementation assistance to best apply the system functionality within your facility. You are also looking for a trusted advisor that can help you evaluate potential changes to the operation of your systems.

- *Formal Classroom Training – (FBMS)*

Personnel who maintain very complex facilities with critical operations require training. Larger facilities will usually require more total training time. SIEMENS recognizes the need for customer training in a variety of formats. As such, during year two of the program, a threeday training session for five operators is included at our office in Lenexa, Kansas. This formal classroom training will be refresher to what was provided during the project and will help supplement the onsite operator coaching mentioned above.

Repair & Replacement Services (FBMS Only)

Note: The Comprehensive option exclusively offers repair and replacement services for years 2-5.

To reduce the unexpected costs of unbudgeted repairs, SIEMENS will provide the labor and material to repair or replace failed or worn components. Prior to beginning any repair or replacement within the new terminal, SIEMENS will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized in the List of Maintained Equipment, unless otherwise noted. Items not covered, or items within the existing buildings (which addressed later in this document), will be brought to the owner's attention.

Test and Inspection Services (Fire Alarm and Security)

Over time, system performance may decrease for a number of reasons including system aging, undocumented changes to the configuration, or a change in the environment. This may inadvertently cause the devices or system to not perform as designed. If not addressed, these problems could result in delays in accessing system information and resolving complaints; decreased system efficiency; increased operating costs; decreased compliance to specified conditions and increased system downtime.

- *Test and Inspection of installed Security Systems per NFPA 731*

These services are minimum requirements to maintain the above Security Systems as they were originally installed and intended. Each installed Security device will be tested for its original function. Backup batteries provided by SIEMENS will be tested quarterly. Quarterly reports of System and Device functions will be provided. In addition to the above Services, the firmware of each camera will be updated annually. This will include the terminal as well as the 15 existing buildings on site.

- *Test and Inspection of Clean Agent*

The code on Clean Agent Fire Extinguishing Systems states that an annual inspection and test of the system's components and functions is required to meet their guidelines (see NFPA 2001, Chapter 7) or as directed by the local Authority Having Jurisdiction (AHJ). Code also states that the work must be done by individuals who are qualified and certified to perform testing. At least on an annual basis, systems shall be thoroughly inspected and tested for proper operation by SIEMENS personnel who are qualified in the installation and testing of clean agent extinguishing systems.

- *Test and Inspection of Installed Fire Alarm Systems*

SIEMENS will perform the required test and inspection of the fire alarm system using the locally adopted NFPA 72 edition's recommended methods as guidelines. SIEMENS will provide the necessary documentation to aid in satisfying local code and AHJ requirements and submit Brycer reports to include all deficiencies and recommended maintenance. The devices inspected and services provided will be reflective of the list of equipment within this document. Test frequencies are annual unless otherwise denoted in the List of Maintained Equipment. SIEMENS will verify proper operation of initiating devices and notification appliances per the Manufacturers Specifications. This includes the terminal, the existing buildings are also covered but dealt with later in this document.

- Test 100% of the Desigo Modular Fire Alarm Network
- Provide support for the Fire Alarm System Inspection for the associated integrated systems
- Elevator Inspection
 - Sprinkler System- Monitor panel during sprinkler inspections
 - Baggage Handling System
 - Paging System Interface

SIEMENS will perform the semi-annual visual inspection of the fire alarm system using the locally adopted NFPA 72 editions recommended methods as guidelines. All necessary documentation to aid in satisfying local code and AHJ requirements will be provided. Specifically, SIEMENS will perform the following:

- Verify that control equipment is in a system normal condition
- Inspect batteries for corrosion, leakage and that date is within parameters
- Inspect overall system to ensure no changes that would affect performance
- Verify location, physical condition, and system normal condition of signaling equipment
- Verify location and condition of initiating devices
- Verify location and condition of notification appliances

Smoke Detector Sensitivity

Smoke detector sensitivity testing will be performed and documented, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and UL approved testing device. We will provide analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

NO2, NH3

SIEMENS will conduct the semiannual inspection and calibration.

Additional Systems Which Interact with Fire Alarm

SIEMENS will not be completing the testing of systems listed below but will provide assistance to the sub-contractors performing the services.

- Baggage Handling
- MNS Support
- IPTV Support
- Annual Emergency Lighting System Integration Assistance
- Suppression Systems
- Sprinkler System

Technology; Preventative Services & Performance Monitoring

A new approach to building systems maintenance includes remote monitoring of critical equipment. In the same way that consumers can engage a provider to continuously monitor personal credit and receive alerts to a potential problem, KCAD can engage SIEMENS to continuously monitor their building automation system and infrastructure, notifying your operators if and when a critical alarm or event needs attention.

BACNET™ Network Management

Using a combination of proprietary diagnostic technologies and network analysis software, SIEMENS will analyze, and report on the performance of your BACnet networks a specified number of times per year. Proper BACnet network performance helps to ensure the highest speed of communication and accuracy of control, alarming, and reporting across the facility. Using BACnet network diagnostic and analytic tools, our proactive evaluation of the BACnet data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, misconfigurations, conflicts, sub-optimal setup, and overall operation. SIEMENS may also make recommendations on changes to the BACnet network infrastructure if structural limitations are identified during the analysis. The number of networks to be analyzed and the frequency of the service are documented in the List of Maintained

Equipment. SIEMENS BACnet equipment and third party BACnet equipment is included in this analysis if it is connected on the same network and is visible from our point of connection.

Predictive Analytics

Using expertise and analytics, we audit or monitor a system and detect system abnormalities or faults to support action before additional deterioration or loss of performance occurs. We group faults into three categories:

- Proactive (an abnormality is currently occurring, which may or may not result in an alarm condition. Example: simultaneous cooling & heating)
- Predictive (there is a high probability that an abnormality will occur in the future. Example: reduced sensitivity of fire detectors)
- Optimization (BT makes recommendations to the customer to maximize availability, performance & efficiencies, based on an ideal state. Example: supply-demand optimization).

Depending on the Service Level Agreement (SLA) with the customer, we either make a timely recommendation explaining the potential impact and suggested action, or effectively perform the necessary actions.

SIEMENS Fault Detection Diagnosis

Automation takes a systematic approach to test, verify, optimize, and maintain system performance through the implementation of data-driven analytics and on-site scheduled Operations & Maintenance.

Software Maintenance Services

Building systems software evolves at a rapid pace, and you expect to realize the benefits of the latest software features. In addition to software patches and fixes, software upgrades provide you with the latest software enhancements and technology, allowing you to stay current and extend the lifecycle of your installed building systems.

- *SIEMENS Desigo Software, API Integration, and Firmware Upgrades*
SIEMENS will provide you with software, API integration (Maximo), and firmware upgrades to your existing SIEMENS Desigo system as they are released. These upgrades include both service releases and all new version releases of software and firmware. SIEMENS will also provide corresponding support documentation and onsite training to help to familiarize you with the new features along with their associated benefits. These updates will deliver the benefits of SIEMENS' commitment to compatibility by design, a commitment unique in our industry.
- *Software Subscription: Desigo CC – Facility Building Management System (FBMS)*
SIEMENS will provide you with software upgrades to your existing SIEMENS Desigo CC software as they are released. These upgrades include both service releases and all new version releases of software. SIEMENS will also provide corresponding support documentation outlining the features of the releases. Included is onsite training to help to familiarize you with the new features along with their associated benefits specific to the FBMS. These updates will act to deliver the benefits of SIEMENS' commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PCs and related workstation hardware are excluded unless specified elsewhere.)
- *Desigo CC License – Fire Alarm (FA)*
On an annual basis SIEMENS will validate and provide the renewal of the Desigo CC License for the Fire Alarm System.

- *Field Panel Firmware Updates*
We will provide you with firmware and documentation updates to your existing field panels upon development. Onsite training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of SIEMENS commitment to compatibility by design, a commitment unique in our industry. Field panels included under this service are itemized in the List of Maintained Equipment. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)
- *Lenel Software Upgrade and Support Plans Security Access Control System (ACS)*
SUSP is purchased by an Authorized Reseller for a specific End User site and available after the expiration of the manufacturer's warranty, which makes available to you every commercially released version of OnGuard software, as well as factory technical telephone support. These upgrades include both service releases and all new version releases of software. SIEMENS will also provide corresponding support documentation and onsite training to help to familiarize you with the new features along with their associated benefits. Workstations covered under this service are itemized in the List of Maintained Equipment (Upgrades to PC's and related workstation hardware are excluded).
- *Milestone Enterprise Video Subscription – Video Surveillance System (VSS)*
SIEMENS will provide software upgrades to your Milestone Software as they are released. Includes software updates and software support for each single video channel license. Includes LNVR / LDVR / HVR / Integrated GO Channels, Integrated TruVision channels, OAAP channels. These upgrades include both service releases and all new version releases of software. SIEMENS will also provide corresponding support documentation and onsite training to help to familiarize you with the new features along with their associated benefits. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PCs and related workstation hardware are excluded.) Factory Technical Telephone Support is also included.
- *IED PA Systems Software and Service*
Annual Licensing Fees: Included installation package for Years 1-3
 - Covers the cost of all failed parts, repair, or replacement
 - Includes once per year system capital budget recommendations to maintain reliability and performance
 - Atlas IED Platinum Assurance Plan and Onsite manufacture Health Check: Included
 - Extended hardware and software warranty, service and maintenance for the agreement for the GLOBALCOM components
 - Software updates (includes updates: bug fixes/patches/service packs) upgrades and licensing for the agreement term
 - System health check in years two and four via an IED technician with written report
 - Technical training (one seat) for KCI at the IED Technical Training facility
 - Priority advance replacement (overnight, if necessary, as determined by IED Support Services and such determination will not be unreasonably withheld
 - Unlimited 24/7/365 access to IED remote technical service with one (1) hour response
 - Access to PRDP message library and updates fixed cost for the agreement term

Note: VPN and/or other access to IED servers/processors is required in order to facilitate the 24/7/365, one (1) hour response.

The owner and/or manager of the network on which the Atlas/IED system resides is responsible for that network and for any/all changes/modifications made thereto. Changes/modifications could create PAS abnormalities. If that happens, the network owner/manager is responsible for

any/all diagnostics necessary to bring about stability of the PAS/ Atlas IED will assist with these diagnostics as prescribed by either/or the prevailing IED OEM Limited Warranty if in effect and/or the proposed IED Platinum Assurance Plan.

EXISTING BUILDINGS: COMBINED SERVICE APPROACH

Existing Buildings Overview

In addition to the services provided for the new terminal, SIEMENS has incorporated the following service elements for the existing buildings which utilize legacy third party systems for both FBMS and Fire Alarm. As part of this agreement, SIEMENS will provide a trained specialist to respond to any service issues associated for legacy third party systems within the existing buildings below.

Existing Buildings covered Under this Service Agreement

- Lake Front Management Building/Admin
- Central Plant/Police
- Building 533/Storeroom/Offices
- KCI/Structural Facility Shop
- Manila 1
- Manila 2
- Airfield Lighting
- Field North Maintenance
- Post Gate 28 (FBMS only)
- Fire Station/ARF (Fire Alarm only)
- Fleet Maintenance (Fire Alarm only)
- Park and Bus (Fire Alarm only)
- Park Air Express (Fire Alarm only)

Existing Buildings: FBMS Services

The FBMS services proposed below are specifically designed for nine outer buildings located around the Kansas City International Airport property, and the Desigo CC software subscription services for those buildings. In order to facilitate unification of new and legacy FBMS infrastructure, SIEMENS will, under a separate project, perform an integration/conversion of existing FBMS architecture. This conversion project would allow the existing FBMS controllers to be incorporated into the new terminal SIEMENS front end. By taking this hybrid approach, the legacy FMBS infrastructure can remain in place for a time while allowing monitoring, alarming, analytics and ongoing maintenance functions to be applied from the same SIEMENS front end software used in the new terminal -- in essence, unifying the old and new FBMS systems.

Existing Buildings FBMS Support

With third party Automation Support, SIEMENS will provide a trained and experienced specialist who will work on the third-party Automation Controls in the above-mentioned buildings. The intent of this service is to offer you labor assistance for troubleshooting the old legacy control systems. In some cases, the legacy controller or system component may not be serviceable and, in those cases, it will need to be replaced.

Limited Repair and Replacement coverage of Legacy Controls

As part of the separate 'existing building conversion project', SIEMENS will recover existing legacy control devices from buildings slated for demolition (Terminals B and C) in order to develop a cache of legacy control components. This cache of legacy control components will be used as service replacements for the legacy controllers that remain in the existing buildings covered under this agreement. Should any of the legacy controllers be found to be nonreplaceable from the recovered legacy control components stock, SIEMENS will provide pricing to KCAD for replacement with new SIEMENS controls for affected mechanical equipment.

Existing Buildings FBMS Health

SIEMENS will take every opportunity to optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service.

Software Subscription Service Desigo CC

SIEMENS will provide you with software upgrades to your existing SIEMENS Desigo CC software as they are released. These upgrades include both service updates/patch releases and all new version releases of Software. SIEMENS will also provide corresponding support documentation outlining the features of the releases. Included in the subscription is training to help to familiarize you with the new features of major releases along with their associated benefits. These updates are included in order to deliver on the benefits of SIEMENS' commitment to compatibility by design, a commitment unique to us within our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Note: Upgrades to PCs and related workstation hardware are excluded unless expressly included in this Agreement.)

FBMS Emergency Online/Phone Response time

Monday through Sunday, 24 Hours per Day: System and software troubleshooting, and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. SIEMENS will respond within 2 hours, Monday through Sunday, 24 hours per day, including holidays, upon receiving notification of an emergency, as determined by your staff and SIEMENS. Where applicable, SIEMENS will furnish the necessary online service technology to enable us to remotely access your system, through a communications protocol (secure internet tunnel or dedicated telephone line) that will be provided by the facility.

FBMS Emergency Onsite Response Time

Monday through Sunday, 24 hours a day: Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. SIEMENS will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and SIEMENS, Monday through Sunday, 24 hours per day, including holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and SIEMENS, may be incorporated into the next scheduled service call.

FBMS Service Contact Overview

Service Offering	Description
Hours of Coverage	24x7
Response Times (Phone/Online)	2 Hours
Response Time (Onsite/Emergency)	4 Hours
Remote Services	Yes
Third Party Systems	Yes
Monitoring	Yes
Additional Labor Discount	20.0%

On existing buildings (9) 'Limited Repair and Replacement' is included where recovered third party material from KCAD is used to maintain legacy FBMS systems. When not possible to use existing material, replacement materials and labor of third party associated with existing buildings FBMS are billable. The existing building elements of service is able to be provided as described ONLY with the enabling project identified earlier in this document, without the enabling project legacy FBMS information will be visible on the new terminal front end.

Labor discounts are shown in the table above. Material discounts, when applicable, are as follows:

- Automation: 55% discount off list price as identified in the most recent Apogee Price List
- Material discounts do not apply to third party or non-SIEMENS manufactured components.

Existing Buildings: Fire Alarm Test and Insection

To manage system operation and maintain Fire code compliance, SIEMENS will provide tests and inspections for the existing buildings (as defined in the introduction to this section) at the Kansas City International Airport and the following defined services:

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL-approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

Fire Alarm System – Annual Test & Inspection

SIEMENS will perform the required annual test of the fire alarm system using the locally adopted National Fire Protection Association code (NFPA 72) recommended methods as guidelines. SIEMENS will provide the necessary documentation to aid in satisfying local code and Authority Having Jurisdiction (AHJ) requirements. A list of equipment covered, along with test frequencies, can be found in the List of Maintained Equipment section of this Agreement.

SIEMENS will perform visual inspection and verify proper operation of the following:

- Identify and document conditions that may compromise the electrical components or operation of the system
- Inspect the fire alarm control panel as well as remote panels, if any
 - Check voltage readings, amperage, and battery capacity
 - Check wire terminals for loose connections on batteries
 - Check fuses, LEDs, and lamps
- Test and inspect initiating devices
 - Verifying that each device is accurately represented on the fire alarm control panel
- Test and inspect notification appliances
- Test and inspect the activation of all output relays
- Test and Inspect condition and operability of tamper switches, low pressure alarms, manual pull stations, and flow switches
- Test central station communication of alarms, if monitored
- Inspect and activate outputs which trigger equipment shutdown, HVAC (smoke control), and equipment startup
- Confirm all devices returned to normal operating conditions
- Produce a complete report acknowledging all inspections and tests, identifying any deficiencies, and recommending a course of action that is required until such deficiencies may be remedied

Specifically, SIEMENS will perform the following tasks:

- Verify signal activates at fire alarm panel
- Restore system to original status

Fire Service Contract Overview

Description	Description
Hours of Coverage	24x7
Response Time (Phone/Online)	2 Hours
Response Time (Onsite/Emergency)	Billable
Remote Services	Yes
Third Party Systems	Yes
Monitoring	Yes
Additional Labor Discount	20.0%

Labor and material discounts are applicable for sites identified in this agreement and are only available for the disciplines included in this agreement. Labor discounts are shown in the table above. Material discounts, when applicable, are as follows:

- Fire: Trade Net pricing as identified in the most recent Field Fire Product Price List
- Material discounts do not apply to third party or non-SIEMENS manufactured components.

Additional Billable Services

Emergency Onsite Response is not included within the coverage of this agreement. SIEMENS will respond to your request for existing building emergencies onsite service calls as soon as staff is available. An emergency is determined by your staff and SIEMENS. All services performed will be provided as a billable service.

SERVICE AGREEMENT CONTRACT

Description	Automation/Security (VSS and ACS)/Fire-PA
Hours of Coverage	24x7
Response Time (Phone/Online)	2 Hours
Response Time (Onsite/Emergency)	4 Hours
Remote Services	Yes
Third Party Systems	Yes
Monitoring	Yes

Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs are included within your Repair and Replacement Coverage associated with the FBMS for SIEMENS Labor on SIEMENS Materials within the new terminal. On existing buildings (9) 'Limited Repair and Replacement' is included where recovered third party material from KCAD is used to maintain legacy FBMS systems. When not possible to use existing material, replacement materials and labor of third party associated with existing buildings FBMS are billable.

Detailed Equipment Lists

Detailed lists of maintained equipment will be provided at the completion of the installation. Equipment listed at that time will be included in the repair and replace option of the service agreements. An example list is included as an Appendix to this document.

Data Security as a Basic Requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in- depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

SIEMENS Remote Services for Building Technology (SRS)

A secure remote connection to your facility enables SIEMENS to respond quickly and maintain a high level of system up-time and performance. SIEMENS Remote Service (SRS) is the efficient and comprehensive infrastructure for the complete spectrum of equipment-related remote services. Services that formerly required on-site visits are now available via data transfer. This includes rapid error identification as well as immediate remote repair. By proactively monitoring your systems, we can detect parameter deviations before problems occur. SIEMENS accesses your systems via a secure cRSP connection.

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of SIEMENS Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system. Added to the team are our building experts at our Digital Service Center. The benefits you receive from our digital service center include less disruption to your employees at the site, less intrusion on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

EXCLUSIONS AND CLARIFICATIONS

Unless expressly stated otherwise, Services do not include and SIEMENS is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; (h) replacement of more than 10% of refrigerant charge per piece of equipment per incident; (i) installation / removal, and / or rental fees for any temporary HVAC equipment if necessary; or (j) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. SIEMENS is not responsible for services performed on any Equipment other than by SIEMENS or its agents.

SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements (c) Acts of God (including severe natural events).

SIEMENS is not responsible for repairs, replacements, or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

SIEMENS has not incorporated any additional costs within this proposal associated with warranties associated with the base project that KCAD is due as 'credit' to the original base price. Project warranty

costs will not be comingled with the proposed service costs and will be transparently tracked separately from this agreement. Further, SIEMENS acknowledges that any reasonable gap (i.e. within several weeks) between the commission of this agreement and substantial completion of the new terminal project will not invalidate any warranties associated with SIEMENS work on the new terminal project.

Twenty hour per day Smart Building Technician onsite support delivered Monday through Friday.

SIEMENS anticipates the existing building FBMS 'enabling project' referenced in this document to accompany this agreement, without execution of this enabling project the existing building FBMS service methodology described in this document will be limited. The execution of this project is essential to allowing the existing legacy FBMS within the existing buildings described in this document to communicate to the new terminal FBMS system. Analytics, alarming, equipment monitoring, and other building data acquired through the existing buildings legacy FBMS system will not be visible on the new SIEMENS FBMS front end and will require KCAD to maintain this platform (legacy FBMS software) outside of this agreement.

SIEMENS has limited MWBE participation included in this program, as little to no services are subcontracted. Efforts will be made, and documented, to enhance participation and will be identified within the KCAD/KCAMO contractor utilization plan (CUP).

SIEMENS pricing excludes tax and tax exemption certificate will be required prior to contract commencement.

SEIMENS Industry, Inc.
Appendix A

Police Station ACC Fire Alarm Panel

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
NCC/Desigo CC UL Listed Computer	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Power Booster	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Remote Control/ Annunciator Panel	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Notifier NFS 320 fire Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	20	1	1-5	Onsite	N/A
Addressable Heat Detector	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Elevator Recall Inspection	Elevator Recall Inspection	1	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	10	1	1-5	Onsite	N/A
Monitor Module Contact Output Point	Test & Inspection Fire Alarm System	6	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	50	1	1-5	Onsite	N/A
Addressable Multi-Criteria/Sensor Detector	Test & Inspection Fire Alarm System	12	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	21	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	6	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Control Module Contact Output Point(s)	Test & Inspection Fire Alarm System	25	1	1-5	Onsite	N/A
Elevator Recall	Elevator Recall Inspection	4	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A
Addressable Smoke Detector	Elevator Recall Inspection	1	1	1-5	Onsite	N/A

Fire Station

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
SIEMENS XLS/Desigo FSM Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Adressable Duct Detector	Test & Inspection Fire Alarm System	7	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	10	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	16	1	1-5	Onsite	N/A
Bell	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
SIEMENS MXL Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A
Power Booster	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Remote control/ Annunciator Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Notifier NFS-320 Fire Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	5	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Control Module Contact Output Point(s)	Test & Inspection Fire Alarm System	9	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	15	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	8	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	5	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Lake Front Management

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Remote control/ Annunciator Panel	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Notifier NFS 320 Fire Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Addressable Heat Detector	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Elevator Recall Inspection	Elevator Recall Inspection	3	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	6	1	1-5	Onsite	N/A
Control Module Contact Output Point	Test & Inspection Fire Alarm System	25	1	1-5	Onsite	N/A
Elevator Recall Inspection	Elevator Recall Inspection	3	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	25	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	11	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	7	1	1-5	Onsite	N/A
Elevator Recall	Elevator Recall Inspection	2	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Fleet Maintenance

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Remote Control/ Annunciator Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Notifier Fire Warden Fire Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	13	1	1-5	Onsite	N/A
Control Module Contact Output Point(s)	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	10	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Manilla 1

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Notifier NFS-320 Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	15	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Manilla 2

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Remote Control/ Annunciator Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
SIEMENS XLS/Diego FSM Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	10	1	1-5	Onsite	N/A
Addressable Heat Detector	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	14	1	1-5	Onsite	N/A
Control Module Contact Output Point(s)	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	10	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Structural Maintenance

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Notifier NFS2-640 Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Control Module Contact Output Point(s)	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	25	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	6	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	5	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Park & Bus

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
SIEMENS MXL-IQ	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	15	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Park Air Express Fire Alarm

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Remote Control/Annunciator Panel	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Notifier Fire Alarm	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Heat Detector	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Control Module Contact Output Point(s)	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

KCI Lighting Vault Building

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Power Booster	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Remote Control/Annunciator Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Notifier NFS-320 Fire Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	2	1	1-5	Onsite	N/A
Addressable Heat Detector	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	7	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	16	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

Storeroom Building

Equipment	Service Description	Qty	Freq	Year(s)	Service Location	Repair Coverage
Notifier AfP-320 Fire Alarm Panel	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Duct Detector	Test & Inspection Fire Alarm System	36	1	1-5	Onsite	N/A
Addressable Heat Detector	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Pull Station	Test & Inspection Fire Alarm System	7	1	1-5	Onsite	N/A
Control Module Contact Output Point(s)	Test & Inspection Fire Alarm System	4	1	1-5	Onsite	N/A
Speakers or Horns with Strobes	Test & Inspection Fire Alarm System	50	1	1-5	Onsite	N/A
Monitor Module Input Point	Test & Inspection Fire Alarm System	3	1	1-5	Onsite	N/A
Addressable Smoke Detector	Test & Inspection Fire Alarm System	6	1	1-5	Onsite	N/A
Waterflow Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Tamper Switch Monitor Module	Test & Inspection Fire Alarm System	1	1	1-5	Onsite	N/A
Addressable Panel Sensitivity Report & Documentation	Smoke Detector Sensitivity Testing	1	1	1-5	Onsite	N/A

**MASTER CONTRACT FOR SERVICES
ATTACHMENT B - CIVIL RIGHTS AND EQUAL OPPORTUNITY**

00450 Contractor Utilization Plan and Request for Waiver (101222)
00450.01 Letter of Intent to Subcontract (101222)

**MASTER CONTRACT FOR SERVICES
ATTACHMENT C – BONDS**

00610 Performance and Maintenance Bond

**MASTER CONTRACT FOR SERVICES
ATTACHMENT D – EXEMPTION CERTIFICATES**

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

**MASTER CONTRACT FOR SERVICES
ATTACHMENT E - 00620 INSURANCE CERTIFICATE**

**MASTER CONTRACT FOR SERVICES
ATTACHMENT F – 00630 REVENUE CLEARANCE RELEASE AUTHORIZATION**

**MASTER CONTRACT FOR SERVICES
ATTACHMENT G – 00515.01 EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

