

**FIRST AMENDMENT TO
FACILITY REPAIR AND MAINTENANCE CONTRACT #62210536
AVIATION DEPARTMENT**

THIS FIRST AMENDMENT is made and entered into this ____ day of May, 2023 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and JBT AeroTech Corporation (“Contractor”), whereby the parties desire to amend Contract No. 62210536 that was entered into on February 15, 2023, as follows:

WHEREAS, City and Contractor have previously entered into a Contract whereby Contractor shall provide facility repair and maintenance service of passenger jet bridges in the single terminal facility at Kansas City International Airport; and

WHEREAS, Contractor is responsible for maintaining a spare parts inventory for service of passenger boarding bridges at a ten percent (10%) markup to City; and

WHEREAS, City requires the addition of triturer maintenance, repair and cleaning services; and

WHEREAS, Contractor requires leased space at 1 Kansas City Boulevard, KCMO 64153 Suites BS1-100, BS1-101, BS1-103 and BS1-105 and at 12600 NW Prairie View Road for storage and management to support facility maintenance, repair and cleaning functions associated with the Passenger Boarding Bridges and Triturer.

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this First Amendment, City and Contractor agree as follows:

Sections/Attachments Amended.

Section 3.A. Compensation of the Contract is hereby deleted and replaced with the following:

- A. The maximum amount that City shall pay Contractor under this Contract shall not exceed nine million twelve thousand five hundred twenty five dollars (\$9,012,525) as follows:
- | | | |
|---------------|--|-------------|
| Year 1+ | February 15, 2023 - April 30, 2024 | \$1,976,086 |
| Year 2 | May 1, 2024 - April 30, 2025 | \$1,501,846 |
| Year 3 | May 1, 2025 - April 30, 2026 | \$1,539,392 |
| Year 4 | May1, 2026 - April 30, 2027 | \$1,577,877 |
| Year 5+ | May 1, 2027 - April 30, 2028 | \$1,617,324 |

For spare parts procured, received, inspected, and stocked by the Contractor for the passenger jet bridges, the airport will reimburse the Contractor at actual documented parts invoiced plus ten (10%) percent markup not to exceed eight hundred thousand (\$800,000) over the term of this agreement.

Attachment A – Scope of Service of the Contract is hereby deleted and replaced with the attached revised Scope of Service dated May 5, 2023.

Attachment G –CREO Civil Rights and Wage Assurances dated March 3, 22, 2023 is hereby added.

Sections/Attachments not Amended.

All other sections and attachments of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment shall become effective _____, 2023. Except as expressly amended, the Agreement dated February 15, 2023, shall remain unchanged and in full force and effect.

Approved as to form:

Assistant City Attorney (date)

KANSAS CITY, MISSOURI

Pat Klein (date)
Director of Aviation

CONTRACTOR

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

By: _____

Title: _____

Date: _____

**ATTACHMENTS TO PART I
ATTACHMENT A - SCOPE OF SERVICE (050523)**

In this Scope of Service as revised on April 12, 2023, JBT will provide fourteen (14) full time employees to include one (1) Site Manager, nine (9) Technicians, and four (4) Custodians. Staffing schedule will cover two (2) shifts with Technicians working 10-hour shifts to provide 20-hours of coverage from 0400 to 2400 with one-hour response time off-hours.

Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Manager	Off	0600-1500	0600-1500	0600-1500	0600-1500	0600-1500	Off
Tech Day	0400-1400	0400-1400	0400-1400	0400-1400	Off	Off	Off
Tech Day	Off	Off	Off	0400-1400	0400-1400	0400-1400	0400-1400
Tech Day	0400-1400	0400-1400	0400-1400	Off	Off	Off	0400-1400
Tech Day	Off	0400-1400	0400-1400	0400-1400	0400-1400	Off	Off
Tech Day	0400-1400	Off	Off	Off	0400-1400	0400-1400	0400-1400
Tech Night	1400-2400	1400-2400	1400-2400	1400-2400	Off	Off	Off
Tech Night	Off	Off	Off	1400-2400	1400-2400	1400-2400	1400-2400
Tech Night	1400-2400	1400-2400	1400-2400	Off	Off	Off	1400-2400
Tech Night	1400-2400	Off	Off	Off	1400-2400	1400-2400	1400-2400
Custodian	Full-time, 40 hours per week, schedule to be determined						
Custodian	Full-time, 40 hours per week, schedule to be determined						
Custodian	Full-time, 40 hours per week, schedule to be determined						
Custodian	Full-time, 40 hours per week, schedule to be determined						

Updated pricing includes the following:

- Five-year Fixed Price Contract
- 20-Hour Daily Coverage from 0400 to 2400 with 1-Hour Response time during off-hours to perform Passenger Jet Bridge and Triturater facility maintenance, repair, and cleaning functions
- 1st Shift (0400-1400) will provide three (3) Technicians per shift and 2nd Shift (1400-2400 will provide two (2) Technicians per shift.
- Custodian position(s) is full-time 40-hour work week (final schedule to be determined)
- The proposal will meet the M/WBE Participation Goal at 13% MBE & 8% WBE
- Wage determination is based on updated data from the Economic Research Institute (ERI) and other location information for the Kansas City Market including discussions with local subcontractors for the Kansas City Market and our experience at Midwest airports near KCI.
- Use of Suites BS1-100, BS1-101, BS1-103 and BS1-105 in the terminal facility and at 12600 NW Prairie View Road for storage and management to support facility maintenance, repair and cleaning functions associated with the Passenger Boarding Bridges and Triturater.

Pricing Proposal:

- Year One\$1,529,865 (includes one-time start-up costs)
 - Year Two\$1,501,846
 - Year Three\$1,539,392
 - Year Four\$1,577,877
 - Year Five\$1,617,324
- } (includes YOY escalation 2.5%)
- TOTAL - FIVE YEARS.....\$7,766,304***
- * does not include February 15 – April 30, 2023 at \$446,221
- * does not include spare part inventory not to exceed \$800,000
- GRAND TOTAL\$9,012,525**

Spare Part Management:

Contractor will be accountable for managing the passenger jet bridge spare parts inventory for Kansas City Aviation Department (KCAD) which includes the organization, procurement, utilization, and security of spare parts.

For spare parts procured, received, inspected, and stocked by the Contractor for the passenger jet bridges, the airport will reimburse the Contractor at actual documented parts invoiced plus ten (10%) percent markup. For a spare part costing over a thirty thousand dollars (\$30,000) threshold, the Contractor must receive prior approval before purchasing the part.

All spare parts purchased will be of a quality and grade in full compliance with established equipment manufacturer's standards and industry best practices. The Contractor will ensure that all replacement parts are OEM-type or OEM approved.

The Contractor will collaborate with KCAD to maintain the appropriate level of required spare parts. The Contractor will provide a quarterly inventory report on all spare parts by description and quantity on hand to KCAD.

All spare parts purchased by the Contractor will be invoiced and processed monthly for payment along with the approved fixed compensation amount in the Facility Repair and Maintenance Contract.

Prevailing Wage Reserved:

Since the PBB maintenance work performed by JBT on City-owned property may require payment of prevailing wages, JBT hereby reserves the right to revise the prices proposed herein. Furthermore, since JBT relies on Airport to make prevailing wage determinations under applicable provisions of the Federal, State, and local laws related to labor, Airport shall indemnify and pay and/or reimburse JBT for any damages, penalties or fines (including, but not limited to, attorney's fees and costs of litigation) that Contractor incurs, or pays, as a result of Airport's noncompliance determination with applicable prevailing wage laws.

Maximo Work Order System:

JBT will interface with Kansas City Aviation Department's Maximo system for all work orders.

ATTACHMENTS TO PART I
ATTACHMENT G - CREO CIVIL RIGHTS AND WAGE ASSURANCES (032223)

Non-discrimination in Employment. 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.

Ban the Box in Hiring and Promotion.

- (a) 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.
- (b) 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.
- (c) 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.

Title VI of the Civil Rights Act of 1964. 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).

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 pursuant to the Quality Services Assurance Act.

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.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any

additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (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 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled 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.

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

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.