

**KCI AIRPORT TERMINAL MODERNIZATION PROJECT
DEVELOPMENT AGREEMENT**

Between

CITY OF KANSAS CITY, MISSOURI

and

EDGEMOOR INFRASTRUCTURE & REAL ESTATE II LLC

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**KCI AIRPORT TERMINAL MODERNIZATION PROJECT
DEVELOPMENT AGREEMENT**

This KCI Airport Terminal Modernization Project Development Agreement (this “**Agreement**”) is entered into as of [February 18, 2019] (the “**Effective Date**”) by and between the **CITY OF KANSAS CITY, MISSOURI** (the “**Owner**”) and **EDGEMOOR INFRASTRUCTURE & REAL ESTATE II LLC**, a limited liability company organized and existing under the laws of the State of Maryland (“**Developer**”).

RECITALS:

A. The Owner owns, operates and maintains Kansas City International Airport (the “**Airport**”) and desires to undertake a project to redevelop the Airport to provide a modernized, expanded single terminal facility (the “**Project**”).

B. The Owner issued a “Request for Qualifications/Proposals for Design, Construct and Private Financing of KCI/ Request #062017” (as amended, the “**RFQ/P**”) on May 30th, 2017 to identify a potential developer for the Project. Based on an evaluation of the proposals received and interviews conducted in accordance with the evaluation criteria and processes set forth in the RFQ/P, the Owner selected Developer’s proposal on September 21, 2017.

C. The Project was approved by a super-majority of voters in an election conducted on November 7, 2017.

D. The Owner and Developer entered into a Memorandum of Understanding dated as of February 9, 2018 (the “**MOU**”) to establish a framework for negotiations of the Contract Documents to effectuate the Project. The City Council authorized the City Manager’s execution of the MOU with its passage of Ordinance No. 180058.

E. The Owner and Developer intend for Developer to develop, design and construct the Project substantially in accordance with the plans and criteria in Appendix 1-A (the “**Preliminary Project Program**”).

F. The MOU is hereby terminated as of the Effective Date, Developer is not entitled to any termination payment thereunder, and all rights and obligations of the Parties with respect to the Project from and after the Effective Date shall be governed by this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.

DEFINITIONS AND INTERPRETATION; CONTRACT DOCUMENTS; STANDARDS; ORDER OF PRECEDENCE

1.1 Abbreviations and Definitions

Abbreviations and definitions used in this Agreement and other Contract Documents have the meanings set forth in Schedule 1.

1.2 Design and Construction Standards

1.2.1 Developer shall use reasonable care to identify any provisions in the Contract Documents that create a potentially unsafe condition, or are or become inconsistent with Good Industry Practice or applicable Law. Within 20 days after Developer knows, or in the exercise of commercially reasonable practices should have known, that a provision in the Contract Documents is erroneous, creates a potentially unsafe condition or is or becomes inconsistent with Good Industry Practice or applicable Law, Developer shall have the duty to notify the Owner in writing of such fact and of the changes to the provision that Developer believes are necessary. If Developer commences or continues any Work affected by an error after knowledge of the need for the change, Developer shall bear any additional costs and time associated with required corrective Work.

1.2.2 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to applicable Law shall mean the most recent standard, specification, manual, code or Law in effect as of the Effective Date, except as may be otherwise specifically stated in the Contract Documents.

1.3 Order of Precedence

Conflicts between or among the Contract Documents shall be resolved by giving precedence in the following order:

- (a) Specific language in Change Orders and other amendments to the Development Agreement and its Exhibits;
- (b) General language in Change Orders and other amendments to the Development Agreement and its Exhibits;
- (c) Specific language in Development Agreement and its Exhibits;
- (d) General language in the Development Agreement and its Exhibits;
- (e) Development Agreement excluding its Exhibits;
- (f) Exhibits to the Development Agreement;
- (g) Specific language in other Contract Documents; and
- (h) General language in other Contract Documents.

ARTICLE 2.

TERM; CONDITIONS PRECEDENT; DELIVERY

2.1 Term

The term of this Agreement shall commence on the Effective Date and continue until a Certificate of Final Completion has been issued or deemed issued in accordance with the terms of Article 7 (the "Term").

2.2 Conditions Precedent

2.2.1 Conditions Precedent

The Owner and Developer hereby acknowledge that the Parties' obligation to commence construction of the Project is contingent upon the satisfaction or waiver of the conditions precedent set forth in Section 2.2.3 and Section 2.2.4 below and the issuance of the Notice to Proceed ("NTP") in accordance with Section 2.2.5 hereof.

2.2.2 Acknowledgements of Satisfied Conditions Upon Execution

2.2.2.1 By virtue of their execution of this Agreement, the Owner and Developer shall be deemed to have approved the Preliminary Project Program, which shall include: (i) a complete list of the Design Documents, (ii) the Project Schedule (iii) a procurement schedule, (iii) the Schedule of Values, and (iv) the GMP, all as may be updated pursuant to Section 4.5.

2.2.3 Owner Conditions Precedent

2.2.3.1 The Owner shall be satisfied that the Project can be completed in accordance with all applicable Law.

2.2.3.2 The Owner shall have approved the Key Contracts.

2.2.3.3 The City Council shall have approved this Agreement.

2.2.3.4 Developer shall have taken all company actions necessary for the undertaking of its obligations under this Agreement and the documents relating hereto.

2.2.3.5 The Owner shall have (i) reimbursed Developer for Developer's Out-of-Pocket Costs, as that term is defined in and pursuant to the Reimbursement Agreement, subject to the terms of the Acknowledgment of Consent dated April 30, 2018 (the "Consent Agreement"), within 10 days of the Effective Date, and (ii) demonstrated that it has Readily Available Funds for any Work to be performed by Developer prior to issuance of the Bonds.

2.2.3.6 The Owner and the Airlines shall have executed the Airline Use and Lease Agreement or a binding term sheet for the same.

2.2.3.7 The Owner shall have demonstrated its financial capacity to fulfill its obligations under this Agreement to Developer's reasonable satisfaction, including committing to a commercially reasonable bond financing plan to sell the Bonds necessary to pay for the Work and all other obligations under this Agreement.

2.2.3.8 All representations and warranties of Developer and Owner set forth in Section 12.1 and Section 12.2 remain true and correct in all material respects as of the Effective Date.

2.2.4 Developer Conditions Precedent

2.2.4.1 Developer shall be satisfied that the Project can be completed in accordance with all applicable Law.

2.2.4.2 Developer shall have awarded and the Owner shall have approved the Key Contracts.

2.2.4.3 The City Council shall have approved this Agreement.

2.2.4.4 The Owner shall have (i) reimbursed Developer for Developer's Out-of-Pocket Costs, subject to the terms of the Consent Agreement, within 10 days after Developer presents the Owner with a written statement of amount due, and (ii) demonstrated that it has Readily Available Funds for any Work to be performed by Developer prior to issuance of the Bonds.

2.2.4.5 The Owner and the Airlines shall have executed the Airline Use and Lease Agreement or a binding term sheet for the same.

2.2.4.6 The Owner shall have demonstrated its financial capacity to fulfill its obligations under this Agreement to Developer's reasonable satisfaction, including committing to a commercially reasonable bond financing plan to sell the Bonds necessary to pay for the Work and all other obligations under this Agreement.

2.2.4.7 All representations and warranties of Developer and Owner set forth in Section 12.1 and Section 12.2 remain true and correct in all material respects as of the Effective Date.

2.2.5 Issuance of Notice to Proceed

Upon satisfaction or waiver of the conditions set forth in Section 2.2.3, with respect to the Owner, or Section 2.2.4, with respect to Developer, the Owner may issue and deliver to Developer the NTP for the Work. The issuance of the NTP shall be deemed conclusive evidence that the Owner has agreed to proceed with the Project in accordance with this Agreement. If Developer does not object in writing to such NTP within 10 Business Days after receipt thereof, such failure to object shall be deemed conclusive evidence that Developer has agreed to proceed with the Project in accordance with this Agreement. If Developer objects in writing within 10 Business Days after receipt thereof, then the Parties shall have a period of 30 days in which to resolve any outstanding issues regarding any conditions precedent that have neither been met nor waived, provided however, that if Developer does not, subsequent to its objection but prior to the end of such 30-day period, provide written notice to the Owner that its objections are waived and the conditions precedent may be deemed satisfied or waived, this Agreement shall automatically terminate. If the Owner determines, in its reasonable discretion, that any of the conditions precedent in Section 2.2.3, with respect to the Owner, or Section 2.2.4, with respect to Developer, will not be met prior to the date that is six (6) months following the Effective Date, this Agreement shall terminate and each Party shall be released from any further obligations hereunder except for the indemnities and other provisions that expressly survive the termination of this Agreement. Developer shall not commence any Work at the Site prior to Owner's issuance of an NTP.

2.3 Delivery of the Site.

Upon issuance of the NTP, the Owner shall deliver possession of the Site to Developer for commencement of construction of the Project ("**Delivery**").

2.4 Compliance with Laws

The Parties shall at all times shall comply with, and require their Agents and contractors to comply with, all applicable Law.

ARTICLE 3. ENVIRONMENTAL MATTERS; INDEMNIFICATION

3.1 Compliance with Environmental Laws

From and after Delivery of the Site, Developer shall comply with the provisions of all Environmental Laws applicable to the Site, and to the activities conducted on the Site and all uses, improvements and appurtenances of and to the Site, except to the extent that such compliance is the responsibility of a Person other than Developer.

3.2 Indemnification

After Delivery of the Site, Developer shall, to the extent permitted by Law, Indemnify the Owner and the Owner's related Indemnified Parties from and against any and all Losses attributable to: (a) a third party's claim against the Owner or the Owner's Indemnified Parties; (b) the death of any Person or any accident, injury, loss or damage to any Person or to the property (other than the Work itself) on or adjacent to the Site; and which (c) was caused, in whole or in part, by either (i) any tortious acts or omissions of Developer or its Agents, or (ii) the entry by Developer, its Agents or invitees or any Person claiming through or under any of them, upon the Site; provided, however, that except as otherwise provided herein, Developer shall not be obligated under this Section 3.2 to indemnify the Owner or Owner's Indemnified Parties to the extent that Losses are caused by the negligence or willful misconduct of any of the Owner or the Owner's related Indemnified Parties.

3.2.1 General Provisions Regarding Indemnities for Indemnified Parties

3.2.1.1 The foregoing Indemnities shall include attorneys' fees and costs, as well as reasonable out of pocket costs of investigating any Loss.

3.2.1.2 Developer agrees to defend the Owner and Owner's related Indemnified Parties against any claims that are within the scope of the indemnity provisions of this Agreement even if such claims may be groundless, fraudulent or false. The Indemnified Party against whom any claim is made shall provide prompt notice to Developer of such claim, and thereafter shall cooperate with Developer in the defense of such claim; provided that any failure to provide such notice shall not affect Developer's obligations under any such indemnity provisions except to the extent Developer is prejudiced by such failure.

3.2.1.3 The insurance requirements and other provisions of this Agreement shall not limit Developer's Indemnification obligations under this Agreement. The Parties shall make good faith efforts to secure coverage from all available insurance policies for any Claim that is the subject of a claim for defense and/or indemnity under this Agreement. Developer's obligation to Indemnify against a Claim or a portion of a Claim shall be satisfied to the extent an insurer agrees to Indemnify a Person for amounts paid by an insurer; provided, however, Developer shall not be relieved of its obligation to Indemnify against a Claim or a portion of a Claim not otherwise covered by insurance actually paid.

3.2.1.4 Developer's indemnification obligations set forth in this Agreement shall survive any termination of this Agreement as to any acts or omissions occurring prior to such date.

3.2.1.5 The agreements to Indemnify set forth in this Agreement are in addition to, and in no way shall be construed to limit or replace, any other obligations or liabilities which Developer may have to the Owner or to an Owner-related Indemnified Party in this Agreement or under applicable Law.

3.2.1.6 Developer shall, at its option, be entitled to control the defense, compromise, or settlement of any indemnified matter utilizing counsel meeting the reasonable approval of the Indemnified Parties; provided, however, in all cases the Indemnified Party shall be entitled to participate in such defense, compromise, or settlement at its own expense. If Developer shall fail, however, within a

reasonable time following notice from the Indemnified Parties alleging such failure, to take reasonable and appropriate action to defend such suit or claim, the Indemnified Parties shall have the right promptly to use counsel reasonably selected by the Indemnified Parties to carry out such defense, the expense of which shall be due and payable to the Indemnified Parties within thirty (30) days after receipt by Developer of an invoice therefor. If Developer elects, at its option, not to be represented by the same counsel as the Indemnified Party, or cannot due to a conflict of interest, then Developer may retain separate counsel reasonably acceptable to the Indemnified Party.

3.2.1.7 Without limiting any other right or remedy that either Party may have hereunder or at Law or in equity, if and to the extent Developer shall fail to fully and completely perform each and all of its covenants and agreements set forth under this Section 3.2, then the Indemnified Parties shall have the right to offset against all amounts due to Developer from such Indemnified Parties, or any of them, until such Indemnified Parties have recovered from Developer an amount equal to all Losses incurred by such Indemnified Parties, together with interest thereon at the Late Payment Rate.

ARTICLE 4.

PROJECT OWNERSHIP; DESIGN AND CONSTRUCTION DOCUMENTS

4.1 Project

Subject to the terms and conditions set forth in this Agreement, the Owner shall own the Project for public purposes as provided herein and Developer shall manage, plan, design, develop, construct, complete and make operational the Project in accordance with this Agreement. The Parties acknowledge and agree that the Owner is authorized to issue, and shall issue, to Developer a certificate of exemption from sales and/or use taxes levied on tangible personal property that is incorporated into or consumed in the construction of the Project. In the event any such exemption is challenged, the Owner shall bear liability to Developer for any Losses arising from a claim that the exemption was improperly claimed or that the exemption is inapplicable, which obligation shall survive the termination of this Agreement.

4.2 Ownership of Project Plans.

Subject to Owner's obligation to fulfill its obligations under this Agreement, the Owner shall have an irrevocable, royalty-free license to possess and use the architectural drawings, renderings, designs, plans, specifications and the like (the "Plans"); provided, however, that the Owner shall not use such Plans for commercial purposes or for purposes unrelated to the Project. No royalty or other payment shall be required in connection with any use of the Plans by Developer, and nothing herein shall create any rights in the Owner with respect to any concepts or ideas created or developed in connection with the development of the Project, it being the intent of the Owner and Developer that the provisions hereof shall be applicable only to actual use of the Plans.

4.3 Developer Obligations.

From and after Delivery, Developer shall have exclusive control over the development of the Project, except (a) as set forth in Section 4.5 below, and (b) to the extent this Agreement elsewhere expressly provides for the Owner's participation in any portion of such process. After Delivery, Developer shall be responsible, except as otherwise specifically provided herein, for meeting, either directly, indirectly or through contractual or other arrangements, any and all requirements of Law, including, if applicable, (i) United States Occupational Safety and Health Administration requirements, (ii) Americans with Disabilities Act requirements, (iii) requirements under Title VII of the Civil Rights Act of 1964, as amended, (iv) Age Discrimination in Employment Act requirements, (v) building codes and zoning requirements; or any other requirements set forth in this Agreement.

4.4 Key Contracts and Key Contractors.

Developer shall not remove or replace Key Contractors without the Owner's approval. Developer shall not terminate any Key Contract with a Key Contractor, or permit or suffer any substitution or replacement (by way of assignment of the Key Contract, transfer to another of any material portion of the Work, or otherwise (other than permitted subcontracting of work)) of such Key Contractor, except, in each case:

4.4.1 In the case of an uncured default by the Key Contractor;

4.4.2 Termination of this Agreement and the Owner's election not to assume the Key Contract, in its reasonable discretion;

4.4.3 Key Contractor's material interference with the progress of the Work;

4.4.4 If there occurs any suspension, debarment, disqualification or removal (distinguished from ineligibility due to lack of financial qualifications) of the Design-Builder, or there goes into effect an agreement for voluntary exclusion of the Design-Builder, from bidding, proposing or contracting with any federal, State or local department or agency; or

4.4.5 With the Owner's prior approval.

4.5 Design Document Development.

4.5.1 Review Process. The scope of Work contemplated by the GMP as of the Effective Date is reflected in the Preliminary Project Program (and its subsequent iterations) attached to this Agreement as Appendix 1-A, which includes the Design and Reference Documents.

4.5.2 The Owner, Owner's cost consultant, Developer, and Design-Builder shall collaborate and work in good faith to develop revised Design and Reference Documents. The revised Design and Reference Documents shall be completed in accordance with the master schedule (as is reasonably amended during the design document development process as set forth in this Section 4.5) included in the Preliminary Project Program; but in any case, a full set of the revised Design and Reference Documents that Developer and Owner agree are adequately complete to procure competitive bids for the major trade packages shall be submitted to the Project Management Committee for approval not later than one hundred eighty (180) days after the Notice to Proceed. As of the Effective Date, the major trade packages are contemplated to be: (a) parking garage structure, (b) enclosure, (c) Mechanical/Electrical/Plumbing, (d) baggage handling, and (e) site/civil.

4.5.3 Once the revised Design and Reference Documents are (i) approved by the Project Management Committee (from which point and thereafter, the "**Revised Design and Reference Documents**") and (ii) the Developer and Owner agree that the scope of Work contemplated by the Revised GMP (as defined in Section 10.2.4) is accurately depicted in the Preliminary Project Program with the Revised Design and Reference Documents included, the Revised Design and Reference Documents shall permanently replace and supersede the Design and Reference Documents included in the Preliminary Project Program (from which point and thereafter, the "**Revised Project Program**") as of the Effective Date.

4.5.4 The Owner, Owner's cost consultant, Developer, and Design-Builder shall collaborate and work in good faith to further develop the Revised Design and Reference Documents. The further developed Revised Design and Reference Documents shall be completed in accordance with the master

schedule (as is reasonably amended during the design document development process as set forth in this Section 4.5) included in the Revised Project Program; but in any case, a full set of the further developed Revised Design and Reference Documents that Developer and Owner agree are substantially complete as necessary to procure competitive bids from trade contractors for a majority of the project scopes shall be submitted to the Project Management Committee for approval not later than three hundred sixty-five (365) days after the Notice to Proceed.

4.5.5 Once the further developed Revised Design and Reference Documents are (i) approved by the Project Management Committee (from which point and thereafter, the “**Issued For Construction Documents**” or “**IFCD**”) and (ii) the Developer and Owner agree that the scope of Work contemplated by the Final GMP (as defined in Section 10.2.5) is accurately depicted in the Revised Project Program with the Issued for Construction Documents included, the Issued for Construction Documents shall permanently replace and supersede the Revised Design and Reference Documents included in the Revised Project Program (from which point and thereafter, the “**Final Project Program**”).

4.5.6 In accordance with the master schedule (as is reasonably amended during the design document development process as set forth in this Section 4.5) included in the Preliminary Project Program, the Revised Design and Reference Documents and the Issued for Construction Documents shall be developed as follows:

4.5.6.1 Developer shall submit to the Owner one or more logically organized packages (each a “**Design Package**”) that depict the Developer’s proposed revisions to some or all of the Design and Reference Documents or the Revised Design and Reference Documents, as the case may be. Within 21 days following its receipt of the package(s) (“**Owner’s Review Period**”) the Owner shall, in its sole discretion and in writing, approve, approve with comments, or disapprove with comments each Design Package. The failure of the Owner to convey its approval, approval with comments, or disapproval with comments within the Owner’s Review Period shall be deemed to constitute the Owner’s approval of such Design Package, as if the Owner had given Developer its approval in writing.

(a) Design Packages that are approved with comments shall be revised by the Developer to account for and respond to the Owner’s comments and shall be resubmitted to the Owner. Such resubmitted Design Packages shall be approved, approved with comments, or disapproved with comments by the Owner within 14 days after their resubmission. The Owner’s failure to convey its approval, approval with comments, or disapproval with comments within such period shall be deemed to constitute the Owner’s approval of such Design Package, as if the Owner had given Developer its approval in writing. The process described in this Section 4.5.6.1(a) shall repeat until each Design Package is approved by the Owner.

(b) Design Packages that are disapproved with comments shall be revised by the Developer to account for and respond to the Owner’s comments and shall be resubmitted to the Owner. Such resubmitted Design Packages shall be approved, approved with comments, or disapproved with comments by the Owner within 21 days after their resubmission. The failure of the Owner to convey its approval, approval with comments, or disapproval with comments within such period shall be deemed to constitute the Owner’s approval of such Design Package, as if the Owner had given Developer its approval in writing. The process described in this Section 4.5.6.1(b) shall repeat until each Design Package is approved by the Owner.

4.5.6.2 The Owner and Project Management Committee members shall be entitled to attend all regularly scheduled meetings between Developer and Architect relating to the development of the Preliminary Project Program and its subsequent iterations, including all iterations of the Design and Reference Documents. Developer shall make the schedule for any such meetings available to the Owner.

The Parties acknowledge and agree that in order to maintain the project schedule, Developer shall not be required to reschedule any scheduled meeting to accommodate the Owner's attendance. Further, Developer and Architect may, without the attendance of the Owner, hold (a) impromptu meetings at which any iteration of the Preliminary Project Program is discussed, or (b) meetings at which the Preliminary Project Program and its subsequent iterations are discussed, if a meeting's predominant purpose is to discuss something other than Preliminary Project Program; provided, any change to the Preliminary Project Program and its subsequent iterations agreed to during meetings described in this Section 4.5.6.2(a) or (b) shall not be effective until approved by the Owner.

4.5.6.3 During the preparation of the IFCD, Owner and Developer shall, not less often than weekly, hold periodic progress meetings either in person or by telephone, unless otherwise mutually agreed. Prior to each such meeting, the Owner and Developer shall consult and agree as to the appropriate participants for such meeting. The Owner's Representative, the Owner, Developer and Developer's Representative agree to communicate and consult informally as frequently as is reasonably necessary to assure that any change to any iteration of the Preliminary Project Program will receive prompt and speedy consideration.

4.5.6.4 The Owner and Developer hereby authorize the Owner's Authorized Representative and the Developer's Authorized Representative, respectively, to render the decisions and approvals set forth in this Agreement and the Owner and Developer hereby agree that (i) they shall be bound by such decisions or approvals of their respective Authorized Representative, and (ii) each Party may rely on such approvals or decisions of the other Party's Authorized Representative. However, by performing the functions described in this Agreement, the Authorized Representatives shall not, and shall not be deemed to, assume the obligations or responsibilities of the other Party.

4.5.6.5 Once the IFCD are made part of this Agreement, in no event shall Developer make any changes to the approved IFCD or cause the Project to be constructed in a manner that would result in: (i) the utilization of any building systems that would not have substantially equivalent or better functionality, utility or durability as those described in the IFCD; (ii) the utilization of materials that are different from those approved by the Owner's Representative in the IFCD, except that Developer shall have the right to utilize substitute materials to replace materials provided that the substitute materials are certified by the AOR as being substantially equivalent as to aesthetic appearance, quality, utility and durability as those described in IFCD; or (iii) changes that would remove any of the Project requirements that were included in the IFCD (each such change prohibited being referred to hereinafter as a "**Material Change**"), without first having been approved in writing by the Owner.

4.5.6.6 The Owner acknowledges that Developer may be ready to apply for certain permits (for example, demolition permits, grading and excavation permits, foundation permits, or the like) (collectively, "**Preliminary Building Permits**") prior to the Owner's approval of the IFCD; provided, however, for Developer to apply for a Preliminary Building Permit, the Owner must have first approved the portion of the IFCD for the applicable Project component. The approval or disapproval of a building permit application or a Preliminary Building Permit shall not be deemed an approval by the Owner of any Design Package for any other Project component.

4.6 Bidding the Work.

Except as agreed by Developer and the Owner, Developer shall not issue, or authorize the Design-Builder to issue, requests for proposals for bid packages until the Owner and Developer agree that the most recent iteration of Design and Reference Documents are sufficiently complete for competitive bidding. Except as otherwise agreed by the Owner, all trade work shall be bid competitively, and the Owner shall at all times have access to the bids Developer receives for the Work. Developer shall

provide written summaries of its justification for award for any bids awarded to proponents who have not submitted the lowest cost responsive bid. The Owner shall have the right to review all proposed subcontractor awards; provided, that if the Owner requests the rejection of any such proposed awards, Developer shall either rebid the work or make a next-best value award, and in such event, Developer shall receive M/WBE credit equal to the greater of the credit Developer (a) would have received if the originally recommended subcontractor had been engaged; or (b) actually receives for the subcontractor engaged.

4.7 Extended Warranties.

Prior to completion of the IFCD, Developer shall provide to the Owner an initial list of standard warranties with respect to equipment incorporated in the Project. The Owner shall have 21 days from the date of receipt of such list to request any extended warranties it wishes to have included in bid packages issued by Developer; however, extended warranties requested (a) after bids have been received for the aspect of the Work to which the extended warranty request applies, or (b) after the pricing for the warranties has been incorporated in the GMP, shall be added to the Work via an Owner Change Order.

4.8 Service Agreements

Owner shall timely provide to Developer, and Developer shall include as a Project cost in the GMP, notification as to equipment for which the Owner requires a service agreement from the manufacturer or installer, to be procured with Developer's original order of the applicable equipment. Procurement of service agreements requested after (a) bids are received or (b) the pricing for the equipment order has been incorporated in the GMP, shall be added to the Work via an Owner Change Order.

4.9 As-Built Documents.

Developer shall furnish the Owner a fully updated set of as-built plans, specifications and surveys with respect to the Site within 90 days after a Certificate of Final Completion has been issued for the Project. As used in this Section 4.9, "as-built plans and specifications" means a fully updated set of as-built record drawings prepared during the course of construction. If Developer fails to provide such surveys and as-built plans and specifications to the Owner within such period of time, the Owner after giving notice to Developer shall have the right, but not the obligation, to cause the preparation by an architect of the Owner's choice of final surveys and as-built plans and specifications, as a Project Cost.

4.10 Intellectual Property

4.10.1 Developer acknowledges and agrees that all Intellectual Property, in any medium, is specially ordered or commissioned by the Owner, including works made for hire in accordance with Section 101 of the Copyright Act of the United States. Developer hereby assigns to the Owner all of Developer's rights, title and interest in and to the Intellectual Property including any and all software, work product and designs. The Owner hereby grants to Developer a limited non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt and display the Intellectual Property solely in connection with and limited to the Allowable Uses. "Allowable Uses" are: (a) incorporation into the Project; and (b) performance, provision, furnishing and discharge of the Work. No Intellectual Property rights of the Owner, including the name of the Owner, the Airport, or other trademarks are being licensed to Developer except as otherwise expressly provided in this Section 4.10, and all other rights are reserved to the Owner.

4.10.2 Developer shall secure perpetual, nonexclusive, transferable, irrevocable, unconditional, royalty-free license(s) in the name of the Owner to use, exploit, manufacture, distribute, reproduce, adapt and display the Third-Party Intellectual Property in connection with the Project, and shall pay any and all royalties and license fees required to be paid for any Third-Party Intellectual Property incorporated into the Project. In no event shall Developer incorporate Third-Party Intellectual Property into the Project without first securing such licenses. As used herein, “Third-Party Intellectual Property” means any Intellectual Property owned by any person unrelated to Developer that is incorporated into the Project.

ARTICLE 5.

RIGHT OF ENTRY; CONDUCT OF THE DEVELOPMENT

5.1 Project Right of Entry.

5.1.1 The Owner hereby grants and guarantees to Developer and its contractors of every tier a non-exclusive right of entry onto the Site, including a non-exclusive right of ingress to and egress from the Site, for purposes of carrying out Developer’s obligations.

5.1.2 The Owner and its Agents shall have the right of access to the Site, pursuant to Site access protocols to be established by Developer and agreed to by the Owner, to the extent necessary to carry out the Owner’s rights and responsibilities hereunder and to verify that Developer is fulfilling its obligations under this Agreement, including, but not limited to, inspection of the Work for compliance with the IFCD and this Agreement; provided, however that Owner and its Agents shall be accompanied by Developer or its Agents in accessing the Site, pursuant to Developer’s Site access protocols. All entries upon the Site by the Owner and/or its Agents shall be at the sole risk of the Owner and/or its Agents, and the Owner and/or its Agents shall comply with all reasonable safety and identification/security requirements. The Owner shall be responsible for any Loss resulting from any injury or property damage resulting from the actions of the Owner or its Agents during such entry upon the Site pursuant to the provisions of this Section 5.1.2. Neither the Owner nor its Agents shall issue any instructions or directives to supervisors, laborers or other persons on the Site. Notwithstanding the above, nothing contained in this paragraph shall be construed to prohibit the Owner from notifying Developer of any building code, permit or Prevailing Wage compliance deficiencies.

5.2 Developer’s Development Obligations.

5.2.1 General Duties

5.2.1.1 Developer shall, subject only to the express terms of this Agreement and applicable Law:

(a) manage the construction of the Project, all in the manner set forth in this Article 5 and as more particularly set forth in the Preliminary Project Program and its subsequent iterations;

(b) use commercially reasonable efforts to construct or cause such construction to be completed as set forth in the Project Schedule;

(c) determine construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work on the Project;

(d) keep fully informed of all applicable Law;

(e) cooperate with the Owner and Governmental Authorities in their review, inspection and Oversight of the Work;

(f) furnish sufficient forces, materials and equipment and will work such hours as may be necessary to ensure prosecution of the Work in accordance with the Project Schedule;

(g) use commercially reasonable efforts to mitigate delay to the Work and damages due to any such delay regardless of the cause of the delay, including by re-sequencing, reallocating, or redeploying Developer's and Contractors' forces to other work, as appropriate; and

(h) be solely responsible for, and bear the full risk of unforeseeable work and conditions in connection with the Work, except to the extent such responsibility and risk are expressly assumed by the Owner hereunder.

5.2.2 Governmental Approvals

5.2.2.1 Developer shall secure from the Governmental Authorities those Governmental Approvals necessary for the fulfillment of Developer's obligations set forth in Appendix 13, which costs shall be included in the GMP. The Owner shall be responsible for securing those Governmental Approvals set forth as the Owner's obligation in Appendix 13 and shall pay such costs directly. Throughout the process for obtaining any Government Approvals, the Parties shall reasonably consult, cooperate and coordinate with each other to obtain any required approvals.

5.2.2.2 If the subject Governmental Approval is a Governmental Approval that must be obtained in the Owner's name, notwithstanding that Developer is responsible for obtaining the same pursuant to Appendix 13, Developer shall remain responsible for securing such Governmental Approval, provided that: (a) upon receipt by the Owner of a complete application therefor from Developer, the Owner shall submit the relevant application in its name within 7 days; and (b) the Owner will promptly facilitate any additional communications required by Developer or the Governmental Authority for Developer to obtain such Governmental Approval and provide such additional information as may be required in order to grant such Governmental Approval.

5.2.2.3 Developer shall not be entitled to additional monetary compensation, time extension or any other relief associated with securing Governmental Approvals except to the extent expressly provided in this Agreement.

5.2.2.4 Developer shall comply with, and maintain in full force and effect, all Governmental Approvals, including performance of all measures required by the Contract Documents or Governmental Approvals, except to the extent that responsibility for performance of such measures is expressly assumed by the Owner in the Contract Documents.

5.3 Submittals

5.3.1 General

5.3.1.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. As used herein, "Shop Drawings" are drawings, diagrams, calculations, models, schedules and other data (including electronic data) specially prepared for the Work by Developer or a Contractor or Supplier or distributor; "Product Data" are illustrations, standard schedules, descriptions, performance charts, manuals, instructions, brochures, diagrams and other information furnished by Developer to illustrate materials or equipment for some portion of the Work; "Samples" are examples

which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

5.3.1.2 Developer shall submit to the Owner copies of all Shop Drawings, Product Data, Samples and similar Submittals required by the Contract Documents for comment and review. By approving and submitting Shop Drawings, Product Data, Samples and similar Submittals, Developer thereby represents to Owner that Developer has determined and verified that all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, and coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar Submittals comply with all the requirements of the Contract Documents. The Owner will be entitled to rely upon Developer's representation that such information is correct and accurate; the Owner's review of the Submittals will not constitute any release or discharge of Developer's sole liability and responsibility for all such Submittals.

5.3.1.3 Developer shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Owner may require Developer to produce reasonable evidence that a material meets such requirements, provided that this provision shall not require Developer to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed.

5.3.1.4 Where a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Agreement, whether or not the phrase "or equal" is used after such name, Developer will furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitution has been submitted by Developer and approved by the Owner.

5.3.1.5 If Developer proposes to use a material that, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, Developer will inform the Owner in writing of the nature of such deviations at the time the material is submitted for approval and will request written approval of the deviation from the requirements of the Contract Documents. The Owner may reject such substitution or deviation in its reasonable discretion.

5.3.1.6 All manufactured articles, materials and equipment will be applied, installed, connected, erected, started-up, tested, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

5.3.2 Owner Review and Approval

Appendix 12 sets forth those Submittals requiring Owner approval and those for which no Owner approvals are required. If a Submittal requires the Owner's approval, then the Owner's lack of approval, determination or decision within the timeframe set forth in Appendix 12 (the "Owner Submittal Review Period") shall be deemed a disapproval. If Owner's approval of a Submittal is not required under Appendix 12, Developer may proceed, without prejudice to the Owner's rights to later object to, reject or disapprove the Work on the basis that the Work is not in accordance with the requirements of the Contract Documents. The Owner's exception, objection, rejection or disapproval shall be deemed reasonable if based on any of the following grounds: (a) the Submittal materially fails to comply with the Contract Documents; (b) Developer has not provided all content or information reasonably required for the Owner's review of the Submittal; or (c) adoption of the Submittal or subject provision thereof, or of any proposed course of action thereunder, would result in a conflict with or violation of any Law or Governmental Approval. If the Owner declines to approve a Submittal for which its approval is required, the Owner shall state in writing the reasons for its disapproval and Developer shall resubmit an amended

Submittal that addresses the Owner's comments. If the Owner wishes to amend an approved Submittal, such change shall be processed as a Change Order.

5.3.3 Submittals Not Subject to Prior Review, Comment or Approval

If Developer is not required to deliver a Submittal to the Owner for approval in accordance with Appendix 12, then Developer is under no obligation to obtain Owner approval of the Submittal before proceeding with further Work. The Owner shall have the right, but not the obligation, to at any time review, comment on, take exception to, object to, reject or disapprove any Submittal on the basis that such Submittal is not materially in accordance with the requirements of the Contract Documents. No failure or delay by the Owner in delivering comments, exceptions, objections, rejections or disapprovals with respect to such Submittal shall constitute a basis for any Relief Event Claim for Work that is not in accordance with the requirements of the Contract Documents. If the Owner wishes to amend a Submittal that was not subject to the Owner's approval pursuant to Appendix 12, such change shall be processed as a Change Order to the extent the amendment increases the GMP or causes a Critical Path delay.

5.4 Management of Work Areas

Developer shall manage the Site in an orderly manner. Developer shall cause Contractors to reasonably maintain a clean and ordered Site. Developer shall take commercially reasonable steps to protect materials from damage caused by weather or ground. Developer assumes full responsibility for damage due to materials storage, to the extent Developer failed to cause commercially reasonable steps to be taken to prevent such damage.

5.5 Hazardous Materials

If sampling indicates the suspect material is Hazardous Material, Developer shall handle, remove and transport the material in accordance with the HASP, Environmental Management Plan and applicable Law; provided, the Owner shall bear the cost and expense thereof, except to the extent Developer is responsible, either directly or indirectly, for the release of such Hazardous Materials or the migration of Hazardous Materials after their discovery as a result of Developer's negligent handling thereof. The Owner shall have exclusive decision-making authority regarding the selection of any destination facility to which Hazardous Materials (other than those for which Developer is responsible) shall be transported.

Developer shall comply with the provisions of the HASP, Environmental Management Plan and applicable Law applicable to the Site and the Work. If Developer encounters or exposes any abnormal condition that may indicate the presence of Hazardous Materials, Developer shall discontinue such Work in the vicinity of the abnormal condition and notify the Owner immediately. Developer shall not resume the Work in the vicinity of the abnormal conditions until so directed by the Owner. Upon the discovery of such potentially Hazardous Materials, Developer shall arrange for the material to be sampled and, at the Owner's request, shall provide a split sample to the Owner for the Owner's independent testing of the same. The Owner shall bear its costs for such independent sampling. If the Owner's sampling indicates the material is not a Hazardous Material, Developer shall proceed with the Work. If the sampling indicates the suspect material is Hazardous Material, Developer shall bear the cost and expense of the handling, removal, transport and disposal of any and all releases of Hazardous Materials brought by Developer or its contractors of any tier onto the Site or other City property in connection with the Work (collectively, the "**Developer Assumed Hazardous Materials Obligations**"), and the Owner shall bear the cost and expense of the handling, removal, transport and disposal of all Hazardous Materials not otherwise a Developer Assumed Hazardous Materials Obligation ("**Owner's Environmental Obligations**"). The Owner, in its sole discretion, shall determine the appropriate process and procedures

for any required removal and/or remediation of Hazardous Materials that are Owner Environmental Obligations, in accordance with applicable Law.

5.6 Damage and Disruption

Developer shall be responsible for: (a) any loss of, or damage caused to, the property or assets of the Owner, its contractors or other Indemnified Parties; and (b) any disruption to the Airport Activities in each case arising from any act or omission of Developer to the extent not in accordance with the terms and conditions of the Contract Documents, except to the extent caused by the negligence or breach of this Agreement by the Owner, its contractors or other Indemnified Parties. If liable hereunder, Developer shall repair, rebuild, or otherwise restore any such lost or damaged property or remedy any such disruption, as applicable, within a reasonable period of time. If Developer fails to do so, the Owner may, upon 48 hours' notice (or immediately upon notice in the case of any emergency), proceed to repair, rebuild, or otherwise restore such property or remedy such disruption as the Owner deems necessary in its good faith discretion.

5.7 Meetings

Throughout the Term, Developer shall conduct weekly progress meetings. The Owner, Owner's Agents and Project Management Committee shall be invited to participate in such progress meetings. At the Owner's request, Developer will require relevant Contractors and Key Personnel to attend such progress meetings. In addition to the regularly scheduled meetings required under the Contract Documents, the Owner and Developer shall meet from time to time at either Party's request to discuss and resolve matters relating to the Work. Developer shall schedule all meetings with the Owner at a date, time and place reasonably convenient to both Parties and, except in cases of urgency, shall provide the Owner with written notice and a meeting agenda at least 2 Business Days in advance of each meeting.

5.8 Reporting

5.8.1 Daily Field Reports

Developer shall provide a copy of its daily field reports to the Owner's Representative no later than midnight the following day. Developer's daily field reports shall include the subcontractors and others on site; staffing level of each of the Design-Builder's first tier subcontractors; equipment on site; Developer staffing on site; weather; and a summary of activities and other information as required by Owner.

5.8.2 Monthly Reports

At least monthly, Developer shall, in addition to documentation required under this Agreement, submit the following information in narrative form:

(a) A review of actual progress during the month in comparison to the Project Schedule and, if actual progress is behind schedule, discussion of efforts Developer has undertaken or will undertake to recover the Project Schedule;

(b) A concise statement of the outlook for meeting future Project Schedule dates, and the reasons for any change in outlook from the previous report;

(c) A concise statement of significant progress on major items of Work during the report period, and progress photographs and aerial photographs as necessary to document the current status of the Work;

(d) A review of any significant technical problems encountered during the period and the resolution or plan for resolution of the problems;

(e) An explanation of any corrective action taken or proposed;

(f) A complete review of the status of Change Orders, including a review of any changes in the Critical Path of the Project Schedule that result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;

(g) A summary of material disputes with respect to the Work that are anticipated by Developer to affect the Project Schedule or GMP;

(h) A cumulative summary of the number of days of delay, and the extent to which the progress of the Work was delayed;

(i) An updated material purchase log;

(j) An updated phasing plan; and

(k) Updated Submittal and testing logs.

5.9 Health and Safety Plan

Developer shall ensure all Contractors comply with the HASP, including designating a qualified safety professional stationed full-time at the Site during on-site construction activities, who shall be responsible for implementing and enforcing safety rules at the Site, monitoring compliance with the HASP, and coordinating such activities as necessary with the Owner and Governmental Authorities.

5.10 Security

Developer shall comply with all rules, directives and guidance of the U.S. Department of Homeland Security and comparable State agency and shall coordinate and cooperate with the Owner and all Governmental Authorities providing security, first responder and other public emergency response services in accordance with the Contract Documents. Developer shall perform and comply with, and shall be subject to, the Airport security requirements set forth in Appendix 3.

5.11 Public Art

Developer acknowledges that the Project is subject to the Owner's "One Percent for Art Program". The Owner shall be responsible for implementing such program, including coordinating the selection and installation process. The Owner shall be responsible for all costs associated with the design and installation of public art. Any modifications to the Work or Project Schedule caused by an installation of public art pursuant to the "One Percent for Art Program" shall be addressed by Change order, including, if appropriate, a change to the GMP and the Project Schedule. Developer shall not be obligated to alter, change or modify the Work to accommodate new art pursuant to the art program.

5.12 LEED Certification

At the Owner's sole discretion, Developer shall comply with the activities contemplated in the Initial LEED checklist in an effort to achieve LEED Gold standards of construction. The Owner shall be responsible for pursuing LEED certification, and any costs associated therewith, which shall be addressed by Change Order, including, if appropriate, a change to the GMP and the Project Schedule.

ARTICLE 6. CHANGES TO THE WORK

6.1 Authorized Changes in the Work

6.1.1 General

6.1.1.1 Without invalidating this Agreement and without notice to any surety, the Owner may, through the proper issuance of a Change Order or Change Directive pursuant to the procedures set forth in this Article 6, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions shall be authorized only pursuant to a Change Order or Change Directive executed by the Owner. Upon the proper issuance of a fully executed Change Order or Change Directive pursuant to the procedures set forth in this Article 6, Developer shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents; provided, that if such Change Order or Change Directive would have the effect of increasing the GMP, the Owner shall demonstrate to Developer's reasonable satisfaction that Owner has Readily Available Funds.

6.1.1.2 If a Change Order provides for an additive or deductive adjustment to the GMP, the adjustment will be based on one of the following methods: (a) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (b) unit prices stated in the Contract Documents or unit prices otherwise mutually agreed upon; (c) cost estimated by Developer plus mark-up, if applicable, as accepted by the Owner; or (d) cost to be determined in a manner agreed upon by the Parties plus mark-up, if applicable.

6.1.1.3 The percentage for all overhead and profit for any expense not included in the GMP is 18% cumulative for all contract tiers, no more than 3% of which shall be paid to Developer.

6.1.1.4 Developer may make non-Material Changes in the Work consistent with the intent of the Contract Documents, provided, however, prior to making any such change, Developer must inform Owner, in writing, of any such changes and record such changes on the record documents maintained by Developer.

6.1.1.5 Relief Events shall be processed via Change Order.

6.1.2 Owner Change Requests

The Owner may request changes to the Work in accordance with the Owner Change procedure set forth below.

6.1.2.1 The Owner shall issue to Developer a request for a change to the Work describing the additions or modifications to be performed (a "Change Request"). Developer shall provide (i) an estimate for such change, (ii) an itemized written estimate of all Direct Costs, (iii) applicable mark-ups, (iv) any cost savings, and (v) impacts to the Project Schedule and scope associated

with the Owner's proposed Change Request (collectively, a "Change Request Response") within 20 days after receipt of a Change Request.

6.1.2.2 If the Owner accepts Developer's change estimate, the Parties shall execute a Change Order implementing such Change Request.

6.1.2.3 If an Owner Change results in a net reduction in cost to Developer, the savings shall be credited to the Owner's Contingency.

6.1.2.4 Developer shall not be required to implement any Owner Change (A) to the extent the Owner Change would result in (i) a breach of Law, (ii) breach of any condition of a Governmental Approval, or (iii) revocation of any Governmental Approval, or (B) that the Owner has not demonstrated to Developer's reasonable satisfaction that the Owner has Readily Available Funds to cover.

6.1.2.5 If the Owner issues a Change Request and subsequently elects not to proceed with the change, the Owner shall issue a Change Order to reimburse Developer for reasonable costs incurred in preparing such Change Request Response, but only if Developer provided an estimate of such Change Request Response costs to the Owner prior to incurring such costs.

6.1.3 Owner Change Directives

The Owner may, at any time, issue to Developer a change directive (a "Change Directive") signed by the Owner's Representative, directing Developer to implement change to the Work. Developer shall promptly execute the Change Directive, return it to the Owner, and proceed with implementing the Owner's required change in accordance with the Change Directive and the Contract Documents, provided that Developer's execution of a Change Directive signifies only that Developer has acknowledged receipt of the Change Directive; Developer's objections to the Change Directive are reserved. Developer shall not be required to comply with a Change Directive to the extent such Change Directive meets any of the criteria described in Section 6.1.2.4 above; provided that Developer shall notify the Owner in writing of any objections it has to the Change Directive. Following issuance of a Change Directive and pending mutual execution of a Change Order, the Change Directive shall be added to the Schedule of Values and the Owner will make progress payments to Developer for its Direct Costs incurred in implementing the Owner Change. If Developer and the Owner disagree as to the amount of Direct Costs to which Developer is entitled for implementing a Change Directive, either Party may refer the matter to Dispute Resolution, and Developer shall, without prejudice to its rights with respect to such Dispute, continue to implement the Change Directive. The Owner may, by notice in writing, modify or abandon the Change Directive at any time prior to mutual execution of a Change Order, provided that if the Owner abandons the Change Directive, a Change Order will be issued to reimburse Developer for Developer's reasonable third-party costs in excess of \$1,000 incurred for design services or preparation of proposed revisions to the Contract Documents.

6.2 Developer Change Proposals

6.2.1 Developer may request the Owner to approve modifications to specifications for the Work by submittal of a written Developer Change Proposal. A Developer Change Proposal shall set forth Developer's detailed estimate of net cost impact (positive or negative) and schedule impact of the requested change.

6.2.2 The Owner, in its sole discretion, may accept or reject any Developer Change Proposal submitted by Developer pursuant to Section 6.2.1. If accepted, Developer shall implement the change

after the Parties' mutual execution of a Change Order. To the extent a change under this Section 6.2 results in a net cost savings to Developer, the Owner shall be entitled to a credit in the amount of 80% of the savings, which credit shall be applied to the Owner's Contingency.

6.3 Deviations

Developer may request the Owner to approve any deviation by Developer from, or noncompliance with, the specifications for Work already performed (a "Deviation"). The Owner shall consider, but shall have no obligation to approve, any such request, and Developer shall bear the burden of persuading the Owner that the Deviation sought constitutes sound and safe practices consistent with Good Industry Practice and achieves or substantially achieves the Owner's objectives. No Deviation shall be deemed approved unless and until approved by the Owner in writing in its sole discretion. If the Owner does not issue written approval of a Deviation within 14 days after receipt of a request for same from Developer, the Owner shall be deemed to have disapproved the Deviation. To the extent an approved Deviation results in diminution of value of the completed Work, the Owner shall be entitled to 100% of the amount of such diminution in value, which shall be added to the Owner's Contingency.

6.4 Resolution of Outstanding Changes to the Work

No less frequently than quarterly during the Term, Owner and Developer shall meet and negotiate in good faith to resolve any outstanding Change Orders, Change Requests, Developer Change Proposals and/or Change Directives. Any resolution of such outstanding changes shall be recognized through issuance of one or more Change Orders.

ARTICLE 7. CONSTRUCTION OVERSIGHT; SUBSTANTIAL AND FINAL COMPLETION; WARRANTIES

7.1 Oversight

7.1.1 Owner's General Oversight

7.1.1.1 The Owner shall have the right at all times to conduct Oversight of the Work to the extent the Owner deems necessary or advisable, in its sole discretion, provided that the Owner shall conduct any such Oversight in a manner that does not unreasonably interfere with the Work. The Owner may, in its sole discretion, designate any Agent to carry out Oversight on its behalf.

7.1.2 Project Management Committee and Steering Committee Oversight Roles

7.1.2.1 The Work shall be guided by a Project Management Committee, as specifically set forth in this Section 7.1.2, which will guide the overall Project development process, and by a Steering Oversight Committee, which will provide direction on Threshold Issues brought forward by the Project Management Committee. Notwithstanding the foregoing, the Owner shall have ultimate and final responsibility for fulfilling its obligations and enforcing its rights under this Agreement.

7.1.2.2 The Project Management Committee Members shall participate in the Project design and scope decision-making and recommendations process, provided that the Project Management Committee may, in its discretion, invite the participation of additional participants as it deems necessary to obtain appropriate input on specific matters considered by the committee. Each Project Management Committee Member shall at all times have the authority to provide binding guidance and consents on behalf of the entity such representative has been appointed to represent. Notwithstanding anything to the

contrary herein, the Project Management Committee shall have no responsibilities or review and approval rights with respect to review of Submittals or other Project plans and specifications, or for matters related to life, health and safety in Developer's conduct of the Work.

7.1.2.3 Developer must concur with all Project Management Committee recommendations on Threshold Issues before such Threshold Issue recommendations are submitted to the Steering Oversight Committee for review.

7.1.2.4 Unless such other time period is consented to by Developer, the Project Management Committee shall have 4 Business Days in which to make decisions and provide guidance and direction to the Owner on issues raised by Developer, once all relevant information has been presented.

7.1.2.5 The Steering Oversight Committee shall be required to approve any decisions regarding Threshold Issues and shall have the authority to research and resolve, cooperatively with Developer, any disputed matters arising from the Project Management Committee. Notwithstanding the foregoing, Developer shall have the right to submit Disputes for resolution in accordance with the Dispute Resolution Procedures. Although the Airlines' approval shall not be required for matters that are not Threshold Issues, the Airlines shall have the opportunity to provide input on such matters. The Steering Committee shall have 4 Business Days, in addition to the Project Management Committee's 4 Business Days, to review and approve or disapprove Threshold Issues referred to the Steering Committee by the Project Management Committee, once all relevant information has been presented. Notwithstanding anything to the contrary herein, the Steering Committee shall have no responsibilities or review and approval rights with respect to review of Submittals or other Project plans and specifications, or for matters related to life, health and safety in Developer's conduct of the Work.

7.2 Tests and Inspections

7.2.1 Developer shall give the Owner timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

7.2.2 If applicable Law requires any Work (or part thereof) specifically to be inspected, tested or approved by a Governmental Authority, unless otherwise expressly provided in this Agreement, Developer shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish the Owner the required certificates of inspection or approval; such costs shall be considered a Project cost and included in the GMP.

7.2.3 Developer shall be responsible for arranging and obtaining any special inspections, tests or approvals required for the Owner's acceptance of materials or equipment to be incorporated into the Work, or acceptance of materials, mix designs, or equipment submitted for approval prior to Developer's purchase thereof for incorporation into the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the Owner, and costs for the same shall be considered a Project cost.

7.2.4 The Owner shall be responsible for the costs of required testing and inspections not covered by Sections 7.2.2 and 7.2.3 above; provided, that Developer shall at all times be responsible for conducting such quality control testing and inspections as are set forth in the Design-Builder's Quality Management Plan incorporated in the agreement between Developer and the Design-Builder.

7.3 Uncovering and Correction of the Work

7.3.1 Uncovering the Work

7.3.1.1 If any Work is covered contrary to the written request of the Owner, it must, if requested by the Owner's Representative, be uncovered for the Owner's observation and replaced at Developer's expense. If the Owner considers it necessary or advisable that covered Work be observed by the Owner or be inspected or tested by others, Developer, at the Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as may be required, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Developer shall pay all costs, Losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal and Dispute Resolution costs) caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction by Developer (including but not limited to all costs of repair or replacement of work of others), or, at the Owner's election, such costs, Losses and damages may be processed as a deductive Change Order for such amount. If, however, such Work is not found to be defective, Developer shall be allowed an increase in the GMP or an extension of the Project Schedule, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the Parties are unable to agree as to the amount or extent thereof, the matter may be referred to Dispute Resolution pursuant to Article 16.

7.3.1.2 If the Work is defective, or Developer fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order Developer to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of Developer.

7.3.2 Correction of the Work

7.3.2.1 If required by the Owner, Developer shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Owner, remove it and replace it with Work that is not defective. Developer shall pay all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal and Dispute Resolution costs) caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

7.3.2.2 The Owner's failure to reject defective Work shall not prevent the later rejection of defective Work unless the Owner failed to timely object to the defective work after having knowledge of the defect. The Owner is not responsible for losses suffered due to any necessary removals or repairs of such defects.

7.3.2.3 The Owner, in its sole discretion, may accept defective Work instead of requiring correction or removal and replacement of the same. Developer shall pay all reasonable costs, Losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal or other Dispute Resolution costs) attributable to the Owner's evaluation of and determination to accept such defective Work (if such Work is accepted) and the amount of the diminished value of the Work shall be credited to the Owner's Contingency. If any such acceptance occurs prior to the Owner's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work, including any credit due to the Owner for diminished value of the Work.

7.3.2.4 If Developer fails within a reasonable time after written notice from the Owner to correct or begin to correct, remove, or replace rejected Work as required by the Owner, the Owner may, after 7 days' written notice to Developer, correct and remedy any such deficiency. The Owner shall proceed within a reasonable time when exercising its rights and remedies under this Section 7.3.2.4.

7.3.2.5 Developer shall be liable for all costs, Losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all legal or other Dispute Resolution costs) incurred or sustained by the Owner in exercising its rights and remedies under this Section 7.3.2; alternatively, at the Owner's election, such costs, Losses and damages may be processed as a deductive Change Order for such amount.

7.4 Substantial Completion Determination

7.4.1 **Conditions to Substantial Completion.** Developer must satisfy each of the conditions set forth below to achieve Substantial Completion:

(a) The Systems assessed as a whole comply, in all respects, with applicable Law, are operational and functional and have passed all inspections and tests required under the Contract Documents, and Developer has delivered to the Owner all reports, data and documentation relating to such tests;

(b) Developer has completed all other Work in accordance with the Contract Documents, including all FF&E required to be installed by Developer, and has obtained all related warranties, except for the Punch List items;

(c) There exist no uncured Developer Defaults, except any Developer Default that will be cured by achieving Substantial Completion;

(d) Developer has furnished to the Owner fully executed copies of all Governmental Approvals required for use and operation of the Work, and there exists no uncured violation of the terms and conditions of any such Governmental Approval;

(e) Developer has prepared and submitted the Punch List in accordance with Section 7.4.4;

(f) All other Submittals required to be submitted to the Owner prior to Substantial Completion have been submitted and, to the extent Owner acceptance or approval is required under the Contract Documents, approved or accepted;

(g) Developer has furnished to the Owner copies of all required payroll records and sworn statements, demonstrating full compliance by Developer and applicable Contractors with the requirements under Section 8.9.2; and

(h) A temporary or final certificate of occupancy has been issued for the Project.

The AOR will issue a written certificate of Substantial Completion ("**Certificate of Substantial Completion**") upon the AOR's confirmation that Developer has satisfied each and all of the above conditions, which certificate shall state the date Developer achieved Substantial Completion.

7.4.2 Substantial Completion Review Process

7.4.2.1 Developer shall notify the Owner in writing not less than 60 days prior to the date on which Developer expects to achieve Substantial Completion, and shall submit to the Owner a list of items remaining to be completed or corrected. During the 10-day period following receipt of such notice (the “**Substantial Completion Review Period**”), the Owner and Developer will jointly inspect such Work to determine whether it is substantially complete in accordance with the requirements of the Contract Documents, including the issuance of all necessary certificates of occupancy or other authorizations for the use or occupancy of the Project required by any Governmental Authority.

7.4.2.2 During the Substantial Completion Review Period, at the Owner’s request, the Owner and Developer may discuss and agree on the terms pursuant to which Developer may provide support services to the Owner subsequent to Final Completion to assist with non-warranty-related Project start-up, which discussions may include the level of support to be provided, fees for such support services, term of service, and the like, and whether any such amounts may be paid from unused Project Contingency.

7.4.2.3 During the Substantial Completion Review Period the Owner shall determine the estimated amount of the Project Contingency that will remain unused upon Final Completion and shall report to Developer the Developer’s estimated share of such Project Contingency pursuant to Section 10.5.

7.4.2.4 During the Substantial Completion Review Period, the AOR shall conduct an inspection of the Project and its components, a review of the Construction Documents, other Submittals and such other investigation as may be necessary to evaluate whether Substantial Completion has been achieved.

7.4.2.5 If the AOR determines that the Work is substantially complete, the AOR shall prepare and issue a Certificate of Substantial Completion, signed by Developer, that will set forth (i) the date of Substantial Completion of the Work, (ii) the remaining items of Work and the date on which they must be completed or corrected before final payment shall become due, (iii) provisions establishing the Owner’s and Developer’s responsibility for the Project’s security, maintenance, utilities, damage to the Work, and insurance pending final payment (to the extent not already set forth in the Contract Documents), and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

7.4.2.6 Within 90 days following the Substantial Completion Date, Developer shall deliver to the Owner unconditional waivers and releases of liens and payment bond rights. Upon receipt and approval of Developer’s application for payment therefor, the Owner shall release to Developer all retained amounts, less all offsets and deductions authorized by the Contract Documents, and less an amount equal to 150% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.4.3 Move-In Contractor

During the Substantial Completion Review Period, Developer shall reasonably cooperate with the Owner and Owner’s Move-In Contractor to facilitate the Move-In Contractor’s access to the Site and Project, as may be required for the Move-In Contractor to complete its scope of Work. For the avoidance of all doubt, the Owner shall be responsible for coordinating the Move-In Contractor’s work and Developer shall have no obligation to perform any move-in work.

7.4.4 **Punch List**

7.4.4.1 Not less than 5 days' prior to commencement, Developer shall deliver written notice to the Owner of Developer's intent to conduct Punch List field inspections and Punch List preparation. Developer shall cause the Design-Builder, the AOR, the EOR, and any other Contractors reasonably requested by the Owner to participate in development of the Punch List. The Owner shall have the right in its reasonable discretion to add items to the Punch List in a timely manner to address incomplete Work or Work that is not in compliance with the Contract Documents prior to the finalization of the Punch List, provided that Developer shall provide the proposed final Punch List and the Owner shall have 7 days in which to add or modify items on the proposed final Punch List. Developer shall deliver to the Owner a true and complete copy of the Punch List, and each modification thereto, as soon as it is prepared.

7.4.4.2 Developer shall complete the Punch List items within 90 days following the Substantial Completion Date.

7.5 **Final Completion and Certificate of Final Completion**

7.5.1 **Process for Determination.**

7.5.1.1 Developer shall notify the Owner in writing when Developer believes that all of the Work is complete and ready for the Owner's final inspection. During the 10-day period after the Owner's receipt of Developer's notice (the "**Final Completion Review Period**"), the Owner and Developer will jointly inspect the Work to determine whether all items set forth below in this Section 7.5.1.1 have been fulfilled and Final Completion has been achieved. The Owner shall issue a written certificate of Final Completion ("**Certificate of Final Completion**") when all of the following have occurred for the entire Project:

1. All Punch List items have been completed and the Work complies with the Contract Documents;
2. A final Certificate of Occupancy has been issued for the Project;
3. Developer has delivered to the Owner a letter signed by the AOR, certifying that the Work has been completed substantially in accordance with the IFCD;
4. All other Submittals that Developer is required to submit for Owner's approval after Substantial Completion have been submitted and approved by the Owner;
5. Developer has delivered to the Owner copies of all manufacturer warranties, guaranties and assignments as required pursuant to this Agreement;
6. If any Governmental Authority requires any form of certification of design, engineering or construction with respect to the Project or any portion thereof, including any certifications from the AOR and EOR for the Project, Developer has caused such certificates to be delivered;
7. There exist no uncured Developer Defaults, except any Developer Default that will be cured by achieving Final Completion;

8. Developer has delivered to the Owner originally executed unconditional waivers and releases of liens and payment bond rights from each Contractor that has performed Work at any time on the Project; and
9. Developer has paid, or shall pay upon receipt of Final Payment, for all Work performed by third parties that Developer is obligated to pay, other than disputed amounts, and Developer has delivered a certificate to the Owner certifying the same.

7.5.1.2 Upon Final Completion, Developer may submit an application for payment for all remaining retainage withheld by the Owner. If a good faith Dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to this Agreement, the Owner may continue to withhold an amount not to exceed 150% of the total costs to complete such disputed items.

7.6 Construction Warranties

7.6.1 General

7.6.1.1 Developer warrants to the Owner that the Work, including all workmanship, materials, and equipment furnished as part of the Work, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents, and free of defects in materials and workmanship. Developer's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Developer or anyone for whose acts Developer may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty providing the Owner with greater warranty rights than set forth in this Section 7.6.1 or the Contract Documents. Upon Substantial Completion, Developer will provide the Owner with all manufacturers' and products warranties associated with the Work, and shall cause such warranties to be assigned to the Owner.

7.6.2 Warranty Work

7.6.2.1 If (i) during the course of Developer's performance of its obligations under the Contract Documents; (ii) within one year after the Substantial Completion Date; (iii) within such longer period of time as may be prescribed by applicable Law, (iv) by the terms of any applicable special guaranty required by the Contract Documents, or (v) by any specific provision of the Contract Documents, any Work is found to be defective (excluding Work found to be defective due to the actions or inactions of any Person other than Developer or its Agents), the Owner shall give written notice thereof to Developer. Within 7 days after the date of the Owner's written notice, or within such shorter period as required by Owner for life/health/safety/ mission critical building systems and components, Developer shall, without cost to the Owner and in accordance with the Owner's written instructions, commence and complete the following corrective Work or, if such corrective Work cannot be completed within 7 days, Developer shall reasonably commence to perform, and shall complete within a reasonable time thereafter, the following corrective Work:

- (a) Correct the repair of damage to the Site or other areas; or
- (b) Correct such defective Work, or if it has been rejected by the Owner, remove it from the Site and replace it with Work that is not defective; or
- (c) Satisfactorily correct or remove and replace any damage to other Work or to the work of others or damage to other lands or areas resulting therefrom.

7.6.2.2 Promptly upon expiration of any applicable warranty period, Developer shall execute and deliver to the Owner a written assignment, effective as of the expiration of the applicable warranty period and in form and substance acceptable to the Owner, acting reasonably, of all Developer's and Contractors' right, title and interest in and to all warranties.

7.6.3 Contractor Warranties

7.6.3.1 Developer shall obtain from all Key Contractors representations, warranties, guarantees and obligations appropriate for work of similar scope and scale, with respect to design, materials, workmanship, equipment, tools and supplies furnished by such Key Contractors, which shall extend to Developer and the Owner for a period of not less than one year from the Substantial Completion Date. All defective Work or Work found not to be in compliance with the Contract Documents (excluding Work found to be defective or noncompliant due to the actions or inactions of Persons other than Developer or its Agents) identified within this one-year period shall be promptly corrected by Developer at Developer's cost, without reimbursement from the Owner.

7.6.3.2 To the extent any Key Contractor warranty or guaranty is voided by reason of Developer's negligence or failure to comply with the requirements of the Contract Documents in incorporating material or equipment into the Work, Developer shall be responsible for correcting, at Developer's expense, any defects in the Work performed by such Key Contractor.

ARTICLE 8. CONTRACTING AND LABOR PRACTICES

8.1 Contracts and Contractors

8.1.1 Developer shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) that bid on and are proposed for each principal portion of the Work and their respective bid packages of the bids received with their bid tabulations. The Owner shall promptly reply to Developer in writing stating whether the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within 10 days shall constitute notice of no reasonable objection.

8.1.2 Developer shall allow the Owner ready access to all Contracts and shall deliver to the Owner within 10 days after execution complete copies of all Key Contracts, without redaction.

8.1.3 Developer shall promptly make available to the Owner, upon Owner's request, fully signed copies of all Contracts; the Owner reserves all audit rights pursuant to [Article 15](#) with respect to such Contracts.

8.2 Responsibility for Work

Developer shall retain or cause to be retained only Contractors that are qualified, experienced and capable in the performance of the portion of the Work assigned. Developer shall assure that each Contractor has at the time of execution of the Contract, and maintains at all times during performance of the assigned Work, all licenses, bonds and insurance required by applicable Law. The retention of Contractors by Developer will not relieve Developer of its responsibilities hereunder or for the quality of the Work or materials or services provided by it, whether directly or indirectly.

8.3 Contract Flowdown Provisions

8.3.1 Each Contract at all contracting tiers shall:

8.3.1.1 Require the Contractor to carry out its scope of Work in accordance with the Contract Documents, the Governmental Approvals, applicable Law, and any plans, systems and manuals developed and used by Developer pursuant to the Contract Documents;

8.3.1.2 Include a covenant to maintain all licenses required by applicable Law and, if registered with the Secretary of the State of Missouri, to maintain evidence of the Contractor's good standing to conduct business in the State;

8.3.1.3 Set forth representations, warranties, guaranties and liability provisions of the Contractor appropriate for work of similar scope and scale;

8.3.1.4 State that all warranties and guarantees, express or implied, shall inure to the benefit of the Owner, its successors and assigns upon the date the Certificate of Final Completion is issued, or the Early Termination Date, whichever is earlier;

8.3.1.5 Require the Contractor to procure Payment and Performance Bonds in accordance with the requirements of Section 11.2 prior to commencement of any Work by or on behalf of the Contractor;

8.3.1.6 Provide that the Contractor shall have no right to suspend or demobilize unless and until it delivers to the Owner written notice of Developer's breach or default;

8.3.1.7 Include the requirements and provisions set forth in this Agreement applicable to Contractors regarding Intellectual Property rights and licenses;

8.3.1.8 Require the Contractor to participate in meetings between Developer and the Owner concerning matters pertaining to such Contractor, its Work or the coordination of its Work with other Contractors, provided that in all cases direction to such Contractor shall be provided by Developer, and provided further that nothing in this Section 8.3.1.8 shall limit the authority of the Owner to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property;

8.3.1.9 Include an agreement by the Contractor to participate in any Dispute Resolution proceeding pursuant to Article 16, if such participation is requested by either the Owner or Developer;

8.3.1.10 Include requirements that the Contractor will: (a) maintain usual and customary books and records for the type and scope of operations of business in which it is engaged, and retain such books and records for the period set forth in Section 15.1; and (b) permit audit thereof by both Developer and the Owner in respect of matters contemplated by the Contract Documents; and (c) provide progress reports to Developer appropriate for the type of work it is performing sufficient to enable Developer to provide the reports it is required to furnish the Owner under this Agreement;

8.3.1.11 Include the Indemnified Parties as indemnitees, with direct right of enforcement, in any indemnity given by the Contractor under its contract;

8.3.1.12 Include an acknowledgement that the Contractor has no right or claim to any lien or encumbrance upon the Project or the Site for failure of the other contracting party to pay amounts due the Contractor, and a waiver of any such right or claim that may exist at Law or in equity;

8.3.1.13 Include the right of Developer to terminate Contractor's contract in whole or in part upon any termination of this Agreement without liability of Developer or the Owner for the Contractor's lost profits or business opportunity;

8.3.1.14 Require the Contractor to comply with all insurance requirements pursuant to Article 11 and Appendix 6;

8.3.1.15 Include a certification that neither Contractor nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal agency or with any department, agency or political subdivision of the State; and

8.3.1.16 Require the Contractor to execute and submit an affidavit affirming that Contractor does not knowingly employ any person in connection with the Work 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), and to attach to said 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.

8.4 Prompt Payment

In accordance with its contractual obligations to such parties and in conformance with Missouri law, including the Prompt Pay Act, Developer shall ensure payment to Key Contractors all amounts received by Developer from the Owner on account of their services and Work. Developer may "pay when paid", subject to any other obligations expressly undertaken by Developer that shall require payment more promptly than "when paid". To the fullest extent permitted by applicable Law, Developer shall defend, indemnify, and hold harmless the Owner and its Indemnified Parties against all Claims arising out of or resulting from Developer's wrongful failure to pay and/or mechanic's liens.

8.5 Minority and Women's Business Enterprises; Construction Employment Program; SLBE

8.5.1 Developer shall comply with the City Minority and Women's Business Enterprise and the Construction Employment Program (as codified in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances) and with the Owner forms for contracting, attached hereto as Appendix 2-C.

8.5.2 At the Owner's request, the City's Fairness in Construction Board has established Construction Services participation goals of 15% for MBE and 9% for WBE, spending of the construction services budget reflected in Exhibit 2-A-1, and HRD has established Professional Services participation goals of 17% for MBE and 12% for WBE, spending of the professional services budget reflected in Exhibit 2-A-2. Developer shall exercise good faith efforts to achieve such goals and in performing the Work shall comply with the M/WBE Plans for Construction Services and Professional Services attached as Appendix 2-A-1 and 2-A-2, as may be modified from time to time in accordance with the City Minority and Women's Business Enterprise and the Construction Employment Program (as codified in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances). Developer shall cooperate with the Owner and HRD and such other persons or entities as may reasonably be required to monitor Developer's compliance with the requirements.

8.5.3 Developer shall exercise good faith efforts to achieve the construction employment goals of 20% of the total hours worked for minorities and 2.75% of the total hours worked for women.

Developer's failure to meet its established goals shall subject it to a maximum aggregate possible penalty of \$10,000.

8.5.3.1 The Owner has established a labor force recruiting program intended to assist Developer in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While Developer is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the "First Source Program") must be utilized by Developer pursuant to Developer's compliance with this Section 8.5.

(a) The Owner utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. Developer shall comply with the First Source Program requirements as implemented by the Full Employment Council, unless otherwise excused in writing by the HRD director. To ensure compliance with the First Source Program, Developer shall contact those persons at the Full Employment Council responsible for administering the program, which may be identified by visiting their website at www.feckc.org and clicking on the link for KCMO First Source Hiring Program.

(b) The requirements of this Section 8.5.3 shall be incorporated into every Contractor's scope of Work.

8.5.4 Developer agrees to utilize Owner's web-based Diversity Management System ("B2GNow") for all reporting related to Developer's compliance with this Section 8.5 and for reporting Developer's construction employment hours. Developer agrees to use Owner-provided forms for any non-electronic submittals required for the M/WBE and Construction Employment Program, including the forms attached hereto in Appendix 2.

8.5.5 Owner shall perform Oversight, including reviewing reports and conducting on-site monitoring, related to Developer's compliance with this Section 8.5, and Developer shall cooperate with Owner's performance of Oversight.

8.5.6 If Developer fails to make good faith efforts to achieve HRD-established goals for M/WBE or the Construction Employment Program, Owner will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, Developer shall be liable for damages as provided in the HRD Instructions for Construction Contracts, attached hereto as Appendix 4-E-1. Determination of such liquidated damages shall be subject to the provisions of the appeal procedure outlined in Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances.

8.5.7 Developer shall comply with the City Small and Local Business Enterprise requirements, as codified in Sec. 3-601 *et seq.* of the City's Code of Ordinances, attached hereto as Appendix 2-F.

8.6 Key Personnel

Developer shall retain, employ and utilize the individuals specifically listed as Key Personnel in Appendix 1-D; provided, however, that in the event that an individual name is not listed for a Key Personnel position as of the Effective Date, Developer may designate such individual following the Effective Date, subject to providing the Owner with prior written notice of the proposed individual and the Owner's written confirmation that such individual meets or exceeds the applicable criteria for such Key Personnel, as set forth in Appendix 1-D. Developer shall not, prior to Substantial Completion, change or substitute any such individuals except due to retirement, death, disability, incapacity, or

voluntary or involuntary termination of employment. Developer shall notify the Owner in writing of any proposed replacement for any Key Personnel position. The Owner shall have the right to review the qualifications of each individual to be appointed to a Key Personnel position and to approve or disapprove, in its reasonable discretion, use of such individual in such position prior to the commencement of any Work by such individual.

8.7 Labor Standards

All individuals performing the Work shall have the skill and experience and all licenses or certifications required to perform the Work assigned to them in accordance with the Contract Documents. If any individual employed by Developer or any Contractor lacks such skill, experience, licensing and certification, or is not performing the Work in a proper, safe and skillful manner, then Developer shall, or shall cause such Contractor to, remove or re-assign such individual.

8.8 Nondiscrimination and Equal Opportunity in Employment

Developer shall refrain from any unlawful employment practice as currently defined in the City Code of Ordinances and shall adhere to the requirement of Sections 38-103 and 3-517 of the City Code of Ordinances. Developer shall post at its office of employment notices of the provisions of Section 3-517 of the Code of Ordinances. In connection with the performance of the Work under this Agreement, Developer agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Developer further agrees to insert, or cause to be inserted, the foregoing provision in all Contracts. Failure by Developer or any Contractor to comply with this Section 8.8 shall constitute a Developer Default. Developer shall permit HRD access at all reasonable times to such records in or under Developer's possession or control, as necessary, to ascertain compliance with this Section 8.8.

8.9 Prevailing Wages

8.9.1 Applicability

For purposes of this Section 8.9, the term Contractor shall not include Suppliers, manufacturers, or distributors.

8.9.2 Prevailing Wage Law

8.9.2.1 In accordance with the Missouri Prevailing Wage Law, Sections 290.210-290.340, RSMo (the "**Prevailing Wage Law**"), Developer will pay or cause to be paid a prevailing wage ("**Prevailing Wage**") to all crafts employed for the Work, consistent with the wage order ("**Annual Wage Order**") scale set forth in Appendix 2-B; provided, if no Prevailing Wage has been established for a particular craft to be utilized on the Project, Developer shall work cooperatively with HRD to provide the necessary information that will enable HRD to liaison with the State to establish the Prevailing Wage for such craft, which may be based on the determination of the Davis-Bacon Act, 40 U.S.C. 3141 et. seq. (the "**Davis-Bacon Act**"). Developer will take any and all steps necessary to ensure Prevailing Wage rates applicable for the classification and type of work are paid by Contractors according to the type of work being performed. Developer shall also comply with the requirements of Missouri's Excessive Unemployment Law, Sections 290.550-290.580, RSMo. If the Project at any point utilizes federal funds to pay for any portion of the Work, Developer agrees to comply with all applicable provisions of the Davis-Bacon Act; provided, Developer shall continue to apply the Annual Wage Order rates if the

application of the Davis-Bacon Act would result in a reduction in wages for any particular type or classification of work from that which would be paid pursuant to the Prevailing Wage Law. If compliance with the applicable provisions of the Davis-Bacon Act results in increased costs to Developer, the same shall be treated as a Relief Event.

8.9.2.2 The Annual Wage Order applicable to the Work shall be the Annual Wage Order rates in effect as of the Effective Date.

8.9.2.3 Developer may use a contract management firm to monitor the payment of Prevailing Wages. Developer acknowledges that HRD may initiate investigations and levy penalties in accordance with applicable Law if the Owner determines that Prevailing Wages were not paid in accordance with the Prevailing Wage Law.

8.9.2.4 Developer shall be responsible for monitoring compliance by Contractors with this Section 8.9, including:

(a) Requiring that Contractors prominently post a clearly legible statement of the Prevailing Wage to be paid to all workers employed on the Project, to remain posted at all times any worker is employed on the Project;

(b) Requiring Contractors to prepare and submit to Developer weekly a certified copy of all payrolls;

(c) Reviewing all submitted Contractor payrolls, providing written notice of any errors to Contractors, and obtaining corrected payrolls within 14 days after giving such notice;

(d) Requiring Contractors to keep a daily record of all related Project activities, including, but not limited to, the number of employees working each shift and the classification of each employee and areas worked;

(e) Requiring Contractors to prepare and submit to Developer Daily Labor Force Reports in accordance with the form Daily Labor Force Report provided on the "B2GNOW" system, which form shall be included in all bid documents for the Project;

(f) Performing weekly interviews with workers on the Site as an additional check to determine Prevailing Wage compliance; and

(g) Reviewing Contractors' certified payrolls for compliance with the Prevailing Wage Law, and if Developer is aware of any allegations that Prevailing Wages have not been paid, or the certified payrolls reflect a failure to pay the Prevailing Wage, Developer must notify in writing the Contractor and HRD director. Developer shall follow up with the Contractor to resolve any such allegations, and shall provide the HRD director with a memorandum of written resolution regarding such issues.

8.9.2.5 Developer acknowledges that action with respect to alleged violations of this Section 8.9 may be initiated by HRD's giving written notice to the Director of Aviation, the City Attorney and Developer in accordance with Section 17.10. Such notice shall set out the persons or classifications who are claimed to have been underpaid and the days and amounts they are claimed to have been underpaid. Developer shall have 10 Business Days, or such longer time as the City's Director of Development may allow, to respond to the allegation; Developer shall provide a copy of its response to the HRD director and Director of Aviation. Based on the information in the notice, Developer's response

and such additional information as the Director of Aviation may deem appropriate, the Director of Aviation will render his or her decision in writing as to whether Prevailing Wages have been paid. A decision that Prevailing Wages have not been paid shall set out the amount of wages owed and, promptly upon receipt of written notice of such decision, Developer shall promptly pay or cause to be paid any such wages the Director of Aviation determines are owed.

8.9.2.6 If, pursuant to action undertaken by the HRD director, the Owner determines that Prevailing Wages have not been paid, in addition to the obligation to pay the amount of wages determined to be owed, Developer shall be subject to the following penalties:

(a) Developer shall forfeit and cause to be paid to the City \$100 dollars for each worker employed, for each day, or portion thereof, such worker is paid less than the prevailing hourly rates for any Work performed under this Agreement, pursuant to Section 290.250.1., RSMo.

(b) Developer acknowledges and agrees that violations of the Prevailing Wage Law commonly result in additional costs to the Owner, which for any particular violation are difficult to establish and include but are not limited to: additional work for the Owner, additional interest expenses, investigations, and the resources required to staff a dedicated division to monitor prevailing wage compliance. Therefore, in the event of Developer's breach of the requirements of this Section 8.9, Owner shall be entitled to collect as liquidated damages the amount set forth in Section 8.9.2.6(a) above.

(c) Notwithstanding anything to the contrary herein, the penalties and damages described in this Section 8.9.2.6 shall not apply if, within 30 days after receipt of the notice provided to Developer pursuant to Section 8.9.2.5, Developer reasonably cures the violation; provided, if the nature of the violation is such that more than 30 days are required for cure, Developer shall be permitted such additional time as is reasonably necessary if it has commenced to cure within such 30-day period and diligently prosecutes the same to completion.

8.9.3 Rate and Frequency of Wages Paid

Developer shall be familiar with, and shall cause all Contractors performing any portion of the Work to be familiar with, the Annual Wage Order. Developer shall pay, and shall cause Contractors performing any portion of the Work to pay, their respective workers, mechanics, and laborers on a weekly basis according to the rates and classifications set forth in the Annual Wage Order, provided that Developer and Contractors are not required to comply with any increases in the Annual Wage Order that occur within the first year following the Effective Date. Except as a result of a Change in Law, in no event shall any increase in Prevailing Wages in excess of the amounts set forth in Appendix 2-B result in any increased liability on the part of the Owner. The possibility and risk of any such increase is assumed by Developer.

8.9.4 Reporting Wages Paid

Developer and Contractors who are performing Work that is covered by the Prevailing Wage Law shall upload to the Owner's online labor compliance management electronic tracking tool ("myLCM"), for each week during which workers are employed under this Agreement or any Contract, payroll records of all such workers. These payroll records shall contain information showing the name, social security number, occupation/craft, and wage classification of each worker, the number of hours worked by each worker, the hourly rate of pay of each worker, the shift(s) and hours worked, the check number of funds paid for each worker, the itemized deductions made from the pay of each worker, and the gross and net amount of pay received by each worker for the week. All copies of the payroll records shall be accompanied by sworn statements of Developer and Contractors that: (a) the copies are true and correct

and are the payroll records of all mechanics, workers, and laborers employed under the Agreement and Contracts; (b) the payments were made to the workers as stated in the payroll records; and (c) no deductions were made other than those set forth in the payroll records.

ARTICLE 9. RELIEF EVENT CLAIMS

9.1 General

If it is determined that a Relief Event has occurred, subject to the provisions of this Article 9, Developer shall be entitled to additional monetary compensation, time extension and/or other relief, as provided hereunder. The compensation amounts, time extensions and any other relief granted in accordance with this Article 9 and added by Change Order shall represent the sole and exclusive right of Developer against the Owner for compensation, time extension or any other relief for any adverse financial, schedule or other effects of any Relief Event.

9.2 Relief Event Claim Procedure

9.2.1 Relief Event Notice

Developer shall give the Owner written notice (“**Relief Event Notice**”) of the occurrence of the Relief Event, within 20 days after the date of occurrence, that the Relief Event has caused or is likely to cause an entitlement under this Agreement; provided, however, Developer shall provide written notice of the occurrence of conditions of an immediate or imminent life/health/safety nature promptly, but not later than the earlier of (i) 20 days after the date of the occurrence, or (ii) within 72 hours after Developer’s or Design-Builder’s actual knowledge of such occurrence. The Relief Event Notice shall set forth, to the extent then known:

9.2.1.1 A description of the Relief Event and its cause;

9.2.1.2 The date on which the Relief Event began and its estimated duration;

9.2.1.3 Developer’s good faith estimate of the anticipated adverse effects of the Relief Event and the basis for such estimate;

9.2.1.4 Developer’s preliminary good faith estimate of expected delay to any Critical Path matter in the Project Schedule directly attributable to the Relief Event and the basis for such estimate; and

9.2.1.5 The nature and scope of Developer’s potential entitlement to additional monetary compensation, time extension and any other relief, as applicable, under this Agreement.

9.2.2 Mandatory Claim Records and Supplemental Information

Upon submitting a Relief Event Notice, Developer shall keep detailed daily records of the consequences of the Relief Event and its impact on the performance of Developer’s obligations under the Contract Documents. Without limiting the foregoing, such records shall identify each operation and specific location affected by the Relief Event and all labor, material and equipment costs incurred for affected operations. Developer shall provide to the Owner a copy of Developer’s daily records on a weekly basis.

9.2.3 Mitigation and Updates

Developer will provide prompt notice to the Owner of its mitigation plan for any Relief Event. As part of its notice, Developer shall identify any time constraints on the initiation or prosecution of any mitigation step(s). At Developer's request, the Owner shall review and consider approval of the commercially reasonable steps Developer proposes to take to mitigate the consequences of any Relief Event, provided that no Owner review and approval shall be required to address conditions of an immediate or imminent life/health/safety nature, and that Developer's reasonable measures to address such immediate or imminent conditions shall be deemed a Project cost and shall be processed via a Change Order. In addition, the Owner may provide input to Developer regarding Developer's intended mitigation measures, which input shall be considered by Developer. If the Owner intends to direct Developer's mitigation measures, Owner shall do so by issuing a Change Directive. Relief Event mitigation costs shall be paid to Developer via Change Order.

9.2.4 Relief Event Claim

Developer shall submit to the Owner a formal request (a "Relief Event Claim") for specific monetary compensation, time extension and/or other relief within 60 days after submittal of the corresponding Relief Event Notice, except as otherwise reasonably agreed by the Owner. Developer may not make duplicative claims with respect to a Relief Event. The Relief Event Claim shall include the following information, to the maximum extent then available:

9.2.4.1 Full details of the Relief Event, including its nature, the date of its occurrence, its duration, and the portions of the Work affected;

9.2.4.2 Identification of the particular provisions of this Agreement that are implicated in Developer's claim;

9.2.4.3 A detailed, itemized estimate of all costs claimed;

9.2.4.4 The effect of the Relief Event on Developer's ability to perform any of its obligations and the specific relief sought;

9.2.4.5 An explanation of the mitigation measures Developer has undertaken; and

9.2.4.6 The type and amount of insurance that may be applicable and amounts that have been or are anticipated to be collected under such insurance.

9.2.5 Delay in Notification

If any Relief Event Notice, Relief Event Claim or any other required information is submitted by Developer to the Owner after the dates required hereunder, then Developer shall not be entitled to compensation, time extension or other relief in connection with such Relief Event for any additional compensation, time extension or other relief attributable to the delay in notifying the Owner; provided, however, that if Developer fails to submit any such notice, claim or information within 6 days after either the Developer or Design-Builder has acquired actual knowledge of the Relief Event, Developer shall not be entitled to make a Relief Event Claim with respect to such Relief Event.

9.2.6 Owner Response

Within 30 days after receipt of a properly submitted Relief Event Claim in accordance with Section 9.2.4, the Owner shall issue a written determination as to the extent to which it concurs with Developer's claim. Any failure by the Owner to respond to a full and final documentation of a Relief Event Claim within such 30-day period shall be deemed a rejection by the Owner of such Relief Event Claim.

9.2.7 Agreement or Dispute

The agreement of the Parties as to the specific compensation, time extension and/or other relief to be given Developer on account of a Relief Event shall be evidenced by a Change Order that includes all pertinent information, references, and data to support the claim, which shall be promptly prepared by and signed by the Parties. If the Parties are unable to agree as to the specific compensation, time extension and/or other relief to be given Developer on account of a Relief Event, the Owner shall pay or grant, as applicable, any undisputed portion of compensation, time extension and/or other relief, and either Party may refer the disputed portion of the Relief Event Claim to the Dispute Resolution Procedures.

9.2.8 Time Extensions

Subject to the provisions of this Article 9, upon the occurrence of a Relief Event, Developer shall be entitled to a day-for-day extension of (i) the Scheduled Substantial Completion Date; and (ii) the Final Completion Deadline, solely to the extent that the Project's Critical Path is delayed, as demonstrated by Developer's "Critical Path Method" impact analysis. For a Relief Event due to Differing Site Conditions, Developer shall not be entitled to a time extension for the first 10 days, in the aggregate, attributable to delays caused by all discoveries of Differing Site Conditions. For example, if four separate discoveries of Differing Site Conditions each cause a four-day delay to the Project (totaling 16 days of delay), Developer would be entitled to an extension of only six days (for days 11-16).

9.2.9 Monetary Compensation for Relief Events

Subject to the provisions of this Article 9, Developer shall be entitled to compensation for actual costs incurred by Developer arising from a Relief Event, as determined in an executed Change Order pursuant to Section 9.2.7 above, provided the Owner shall have no liability to Developer for expenses, costs, or items of damages in connection with a Relief Event other than those that are expressly provided as payable under this Agreement. The Owner shall compensate Developer for any additional compensation due related to a Relief Event as Progress Payments invoiced as Work is completed.

9.2.10 Insurance; Deductions

Developer's compensation for a Relief Event shall be Developer's actual costs less: (i) all insurance proceeds actually received by Developer in connection with the Relief Event; and (ii) any deductions specifically set forth in this Article 9. For the avoidance of all doubt, Developer shall not be entitled to any compensation from the Owner for costs that are covered and actually paid by insurance.

9.3 Audit

All Relief Event Claims shall be subject to audit at any time following the filing of the Relief Event Claim. The audit may be performed, at the Owner's election in its sole discretion, by employees of the Owner or by any independent auditor appointed by the Owner, or both (at Owner's sole cost). Developer and its Contractors shall cooperate with the Owner's auditors. Developer and its Contractors

shall retain sufficient records, and provide full and reasonable access to such records, to allow the Owner's auditors to verify the Relief Event Claim. Failure to retain sufficient records of the Relief Event Claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of the Relief Event Claim that cannot be verified and shall bar recovery thereunder.

ARTICLE 10.

CONTRACT FORM AND AMOUNT; PAYMENTS TO DEVELOPER

10.1 Maximum Compensation Cap

The Parties acknowledge that as of the date of full execution of this Agreement, the Bonds intended to provide most, if not all, of the funding for the Work to be performed by Developer and paid for by the Owner have not been marketed and sold and the revenues from the sale of such Bonds have not been received. Therefore, the Parties agree that the maximum amount of compensation the Owner is obligated to pay Developer for the Work shall not exceed \$70,002,000 (the "**Compensation Cap**"), and Developer shall not be obligated to perform Work for which the compensation for said Work would exceed the Compensation Cap unless the Compensation Cap is increased by an amendment to this Section 10.1 and the City's Director of Finance has certified the availability of Readily Available Funds to meet the increased Compensation Cap.

10.2 Guaranteed Maximum Price Contract

10.2.1 In no event shall the Developer be entitled to reimbursement for costs that exceed the GMP of \$1,357,422,841, including an Owner's Contingency of \$41,400,000 as specified in the Preliminary Project Program and its subsequent iterations, except as modified by the terms of this Agreement.

10.2.2 The Owner is authorized, without further approval of City Council, to make additional payments that may be required by the terms of this Agreement, including any compensation payable by the Owner in connection with Relief Events, provided such additional payments shall not exceed the amount of the Final GMP. The Owner is authorized to execute any documents necessary to facilitate such additional payments.

10.2.3 After the Effective Date and as described in Appendix 1-B, the Owner, Developer, and Design-Builder shall collaborate and work in good faith through a transparent, market validation process to develop the revised GMP. The revised GMP shall be the agreed upon budget ceiling for the final cost of the Project scope set forth in the Revised Project Program. In addition to the Revised Design and Reference Documents, the revised GMP shall be based upon the considerations described in Appendix 1-B, and (i) the cost of any completed scopes of Work, (ii) updated estimates (based on the Revised Design and Reference Documents) for the cost of incomplete scopes of Work that have been awarded directly or indirectly by the Developer, and (iii) such other data both Parties agree to consider.

10.2.4 The Owner and Developer shall submit their proposed revised GMP to the Project Management Committee ("**Revised GMP**") simultaneously with their submission of the Revised Design and Reference Documents.

10.2.4.1 If the Revised GMP exceeds the GMP initially set forth in Section 10.2.1 above, and the Project Management Committee approves the Revised Design and Reference Documents, the Owner shall either issue a Change Order to raise the GMP to equal the Revised GMP or direct the Developer and the Owner to revise the design or reduce scope from the Revised Project Program, such that the Revised GMP does not exceed the GMP set forth in Section 10.2.1. Upon the Developer's

request, the Owner shall promptly and in good faith cooperate with the Developer, and if specifically requested by the Developer, seek the input of the Project Management Committee and Steering Oversight Committee members to assist the Developer in revising the design or reducing the scope of the Revised Project Program.

10.2.4.2 If the Project Management Committee rejects the Revised Design and Reference Documents or the Developer and Developer are directed to revise the design or reduce scope from the Revised Project Program such that the Revised GMP does not exceed the GMP, as described in Section 10.2.4.1 above, it shall do so by following the process described in Sections 4.5.2, 4.5.3, and 4.5.6. Developer and Owner shall reasonably agree to a deadline for resubmitting the Revised GMP and Revised Design and Reference Documents to the Project Management Committee. This process shall continue until (i) the Revised Design and Reference Documents and the Revised GMP are both approved by the Project Management Committee, or (ii) the Revised GMP does not exceed the GMP initially set forth in Section 10.2.1.

10.2.5 After the Revised Design and Reference Documents and the Revised GMP are made part of this Agreement, and as described in Appendix 1-B, the Owner, Developer, and Design-Builder shall collaborate and work in good faith through a transparent, market validation process to develop the Final GMP. As used herein, the “Final GMP”, as may be amended from time to time, shall be the agreed upon budget ceiling for the final cost of the Project scope that is depicted in the Final Project Program. In addition to the IFCD and the considerations described in Appendix 1-B, the Final GMP shall be based upon: (i) the cost of any completed scopes of Work, (ii) updated estimates (based on the IFCD) for the cost of incomplete scopes of Work that have been awarded directly or indirectly by the Developer, and (iii) such other data both Parties agree to consider.

10.2.6 The Owner and Developer shall submit their proposed Final GMP to the Project Management Committee simultaneously with their submission of the IFCD.

10.2.6.1 If the Final GMP exceeds the Revised GMP and the Project Management Committee approves the IFCD, the Owner shall either issue a Change Order to raise the Revised GMP to make it equal to the Final GMP or direct the Developer to revise the design or reduce scope from the IFCD, such that the Final GMP does not exceed the Revised GMP. Upon the Developer’s request, the Owner shall promptly and in good faith cooperate with the Developer, and if specifically requested by the Developer, seek the input of the Project Management Committee and Steering Oversight Committee members to assist the Developer in revising the design or reducing the scope of the IFCD.

10.2.6.2 If the Project Management Committee rejects the IFCD or the Developer is directed to revise the design or reduce scope from the IFCD so that the Final GMP does not exceed the Revised GMP, it shall do so by following the process described in Sections 4.5.2, 4.5.3, and 4.5.6. Developer and Owner shall reasonably agree to a deadline for resubmitting the Final GMP and IFCD to the Project Management Committee. This process shall continue until (i) the IFCD and the Final GMP are both approved by the Project Management Committee, or (ii) the Final GMP does not exceed the Revised GMP. Upon the Developer’s request, the Owner shall promptly and in good faith cooperate with the Developer, and if specifically requested by the Developer, seek the input of the Project Management Committee and Steering Oversight Committee members to assist the Developer in revising the design or reducing the scope of the IFCD.

10.2.7 The Parties’ failure, after exhausting all commercially reasonable efforts and acting in good faith in all material respects, to reach agreement on an iteration of the GMP shall be treated as an Owner’s Termination for Convenience. A dispute regarding whether the Parties have exhausted all

commercially reasonable efforts and acted in good faith in all material respects shall be referred to Dispute Resolution.

10.2.7.1 All iterations of the GMP shall include the contingencies set forth Section 10.4 and the agreed upon fee for the Developer and the Design-Builder.

10.2.8 Costs incurred by the Developer to carry out the Owner's discretion to revise the design or reduce scope under Sections 10.2.4.1, 10.2.6.1 or 10.2.6.2 shall be tracked separately on the Schedule of Values and be reimbursable to the Developer under the Final GMP.

10.3 Progress Payments

10.3.1 The Owner shall pay to Developer progress payments on a monthly basis (the "**Progress Payments**") in arrears in accordance with this Section 10.3, provided that no Progress Payment shall be payable until the NTP has been issued.

10.3.1.1 In addition to any amounts owed under Section 10.3.2, within 10 days after receiving a statement of amounts owed, Owner shall pay Developer:

(a) The amount of Developer's Out-of-Pocket Costs, subject to the terms of the Consent Agreement; and

(b) The amount of such other Project-related costs incurred by Developer, not otherwise reimbursed pursuant to Section 10.3.1.1(a), that are approved by the Owner.

10.3.2 The amount of each Progress Payment shall equal the total amount payable to Developer for the percentage of the Work performed in the relevant month (representing the amount of Work completed divided by the total Work to be done by task) multiplied by the GMP, as reflected in the most recent amendment to this Agreement.

10.3.3 With respect to each Progress Payment, on the 25th of each month, or the next Business Day thereafter, Developer shall submit to the Owner an application, in the form attached as Appendix 11 (each, a "**Progress Payment Application**"), together with a copy of the corresponding payment application, detailed supporting calculations, and any other supporting documentation or information reasonably requested by the Owner.

10.3.3.1 Beginning with the second Progress Payment Application, each Progress Payment Application shall include:

(a) an affidavit of Developer stating that all previous Progress Payments have been applied to discharge Developer's obligations associated with prior Progress Payment Applications;

(b) a copy of the most recent 00485.01 M/WBE Monthly Utilization Report Developer submitted to HRD;

(c) a copy of the most recent 00485.02 Project Workforce Monthly Report and 00485.03 Company-Wide Workforce Monthly Report Developer submitted to HRD;

(d) a current Project Schedule;

(e) lien waivers (if applicable) and waivers of right to claim against the Payment Bond for each Contractor who has rights to claim against the Payment Bond for the Work covered by the Progress Payment Application; and

(f) if payment is requested on the basis of materials and equipment not incorporated into the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Progress Payment Application shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Owner's interest therein.

10.3.3.2 Developer warrants that upon submittal of a Progress Payment Application for payment, all Work for which previous Progress Payment Applications have been submitted and payments received from the Owner, shall, to the best of Developer's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances, in favor of Developer, Contractors, Suppliers or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work.

10.3.4 The Owner shall have until the first day of the month following Developer's submission of its Progress Payment Application to review the Progress Payment Application and to communicate its approval or disapproval to Developer. If the Owner fails to communicate its disapproval to Developer by the first day of the succeeding month, such Progress Payment Application shall be deemed approved. Following an approval of a Progress Payment Application, the Owner shall arrange for payment by wire transfer by the 5th day of the succeeding month, with payment made to Developer not later than the 10th day of the succeeding month. For example, if the Developer submits its draft Progress Payment Application for January 2019 on January 25, 2019, then Owner and Developer shall agree on the Final Progress Payment Application for January 2019 by February 1, 2019; and the Owner shall pay or arrange payment for the Final Progress Payment Application for January 2019 by February 5, 2019.

10.3.5 The Owner shall be entitled to disapprove a Progress Payment Application only if: (a) such application does not reflect the progress of the Work as compared to the Schedule of Values; (b) such application does not comply with Appendix 11; or (c) the Work covered by the application is defective or requires correction, provided that the Owner shall approve payment for all Work that is not defective or require correction. The Owner shall have 5 Business Days to review and approve a Progress Payment Application resubmitted by Developer following the Owner's initial disapproval of a Progress Payment Application, and an additional 10 days thereafter to arrange for payment of an Owner-approved resubmitted Progress Payment Application.

10.3.6 In taking action on Developer's Progress Payment Application, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by Developer and shall not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted.

10.4 Contingency

10.4.1 The GMP, and all iterations of the same, shall include the following contingency categories in the following initial amounts, except as otherwise agreed by the Owner and Developer:

Contingency Category	Amount/Percentage/Other
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Contingency Category	Amount/Percentage/Other
Owner Contingency	\$41,400,000
Construction Contingency	The sum of 3% plus the first \$5,000,000 in Project Contingency at Final GMP, if any.
Design Evolution Contingency	10%
Escalation Contingency	4.5%
Developer Contingency	\$3,000,000
Project Contingency	The sum of any buyout savings, reductions in Project scope, reductions/unused soft costs, unused Design Evolution Contingency, unused Escalation Contingency, and unused Developer Contingency.

10.4.2 All subcontracts shall stipulate that any unused contingency, in any category, shall be allocated to Project Contingency.

10.4.3 Developer must inform the Project Management Committee, Steering Committee and Owner as to its use of the Contractor Contingency and Escalation Contingency.

10.4.4 Owner shall consult with and obtain the approval of the Project Management Committee and, as appropriate, the Steering Committee prior to approving use of the Design Contingency.

10.4.5 Owner shall consult with and obtain the approval of the Steering Committee prior to approving use of the Owner Contingency and Project Contingency.

10.5 Contingency Incentives

Upon Final Completion and the satisfaction of the Parties' obligations under this Agreement, and provided that Developer is not then and shall not have been in Default under this Agreement at any time, the Parties hereby agree to share any unused Project Contingency: (a) 75% to the Owner, and (b) 25% to Developer (not to exceed \$2 million).

10.6 Disputed Amounts

The Owner shall have the right to dispute, in good faith, any amount specified in an invoice or Progress Payment Application submitted by Developer under this Agreement. Notwithstanding any other provision of this Agreement, the Owner shall pay the amount of the invoice in question that is not in reasonable dispute, and shall be entitled to withhold the balance pending resolution of the Dispute. Developer and the Owner shall use reasonable efforts to resolve any such Dispute within 30 days after the Dispute arises. If the Parties fail to resolve the Dispute within such period, the Dispute shall be referred to Dispute Resolution.

10.7 Retainage

Execution of this Agreement by Developer shall constitute a waiver by Developer to claim any right of payment of interest upon any funds retained in accordance with this Agreement, or to claim any right of payment of interest upon funds withheld under the provisions of Section 34.057, RSMo. The total retention shall not exceed 5% of all Progress Payment amounts to be paid to Design-Builder's subcontractors that perform construction Work. Upon request by Developer, the Owner, in its reasonable discretion, will consider release of retention for certain early Project Work, including demolition, site work and foundation work.

10.8 Set-Off

10.8.1 The Owner may set off any amounts owed by Developer to the Owner under this Agreement against any amounts due and payable by the Owner to Developer.

10.9 Close-Out Payment

10.9.1 At the time of submission of its Application for Final Payment, and as a condition precedent to final payment, Developer shall provide the following, in form reasonably acceptable to the Owner:

10.9.1.1 An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work which might in any way affect the Owner's interests, and an agreement to defend and indemnify the Owner against any of same.

10.9.1.2 General release executed by Developer under oath, waiving, upon receipt of final payment, all claims against the Owner, except those claims previously made in writing to the Owner by Developer, still pending at the time of the Application for Final Payment, and specifically identified in the general release as unsettled at the time of the Application for Final Payment;

10.9.1.3 Consent of Developer's surety to final payment;

10.9.1.4 One complete record set, both in electronic form and on a reproducible medium acceptable to the Owner, of all Contract Documents and submittals;

10.9.1.5 All IP Materials, operating manuals, instruction manuals, maintenance manuals, product and manufacturers' warranties, and other documents, things, and deliverables required by the Contract Documents;

10.9.1.6 The City's form Contractor Affidavit for Final Payment (Form 051513) from Developer and the City's form Subcontractor Affidavit for Final Payment (Form 020408) from all subcontractors, regardless of tier; and

10.9.1.7 The Missouri Department of Labor and Industrial Relations Affidavit of Compliance with the Prevailing Wage Law (Form PW-4 (07-14) AI).

10.9.2 After receipt of Developer's Application for Final Payment, and provided that Developer has completed all of the Work and provided all documents and information in conformance with the Contract Documents, the Owner shall make final payment to Developer within the time required in the Contract Documents and pursuant to applicable Missouri law. If any of the conditions in Sections 10.11.1 – 10.10.1.7 are not met, the Owner shall make the final payment less any amount it reasonably

needs to retain, in the Owner's sole but reasonable discretion, to ensure the condition will be satisfied promptly.

10.9.3 Final payment shall not constitute a waiver of claims including, but not limited to, those arising from: (a) Disputes perfected by the process described in Section 3(j) of the Dispute Resolution Procedures, security interests or encumbrances arising out of this Agreement; (b) negligence or misrepresentation related to or arising from this Agreement; (c) failure of the Work to comply with the requirements of the Contract Documents; (d) terms of warranties required by the Contract Documents; (e) claims discovered during audit or attestation engagements; (f) latent defects; or (g) Claims covered by insurance required by this Agreement.

ARTICLE 11. INSURANCE, PERFORMANCE AND PAYMENT BONDS

11.1 Insurance

Developer shall procure and maintain, or cause to be procured or maintained, the Contractor-Controlled Insurance Program strictly in accordance with the minimum coverage requirements and terms of coverage set forth in Appendix 6. All insurance coverage required to be provided by Developer shall apply specifically and exclusively to the Project and extend to all aspects of the Work, with coverage limits dedicated solely to the Project, except with respect to off-site Worker's Compensation/Employer's Liability, off-site Commercial General Liability and Excess/Umbrella Liability, and Commercial Automobile Liability coverages or as otherwise specified in Appendix 6.

11.2 Performance and Payment Bonds

11.2.1 Performance Bond

Unless otherwise agreed to by the Owner, Developer shall obtain, or cause to be obtained, a Performance Bond representing the total value of the Compensation Cap, as may be amended from time to time, for construction costs, including (as such terms are defined in Appendix 1-C) Cost of the Work, General Conditions and General Requirements of the Design-Builder's construction (as distinct from design subcontractors) subcontractors of all tiers, as a condition to the Owner's issuance of the NTP to secure Developer's performance of the Work. The Performance Bond shall be: (a) in the form set forth in Appendix 5; (b) issued by a licensed surety or insurance company authorized to issue bonds in the State; (c) approved by the Owner; and (d) rated in the top two categories by two nationally recognized rating agencies or at least "A-" or better and "Class VIII" or better according to A.M. Best and Company's Financial Strength Rating and Financial Size Category, except as otherwise approved in writing by the Owner in its reasonable discretion. The surety bond must include a multiple obligee rider, which shall name the Owner as an additional obligee and may also name the Bond Trustee as an additional obligee. The Performance Bond shall be held by the Owner until a Certificate of Final Completion has been issued by the Owner in accordance with the terms of Article 7. Any Performance Bond relating to Punch List items shall be returned following completion of all Punch List items related thereto. Each Performance Bond shall be delivered to the Owner Representative, and the failure of the Owner Representative to give notice of rejection of such Performance Bond within 15 days after Owner Representative's receipt of the same shall be deemed to constitute the Owner's acceptance thereof.

11.2.2 Payment Bonds

Unless otherwise agreed to by the Owner, Developer shall obtain, or cause to be obtained, a Payment Bond representing the value of the Compensation Cap, as may be amended from time to time, to

secure Developer's obligation to pay for labor and materials in connection with the Work. The Payment Bond required by this Section 11.2.2 must be issued in the form set forth in Appendix 5, and must be issued by a surety or an insurance company authorized to issue bonds in the State that is rated in the top two categories by two of the three nationally recognized rating agencies or at least "A-" or better and "Class VIII" or better according to A.M. Best's Financial Strength Rating and Financial Size Category, except as otherwise approved in writing by the Owner in its reasonable discretion.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES

12.1 Developer Representations and Warranties

Developer represents and warrants to the Owner as follows:

12.1.1 Developer and its Contractors possess all required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills and capacity to perform the Work.

12.1.2 Developer has examined the Site and surrounding locations and reviewed the Resource Documents, as may be updated from time to time, to familiarize itself with existing conditions; and as a result of such examination and review, Developer is familiar with and accepts the physical requirements of the Work and all associated risks and costs, except as otherwise expressly provided in this Agreement.

12.1.3 Developer has familiarized itself with the requirements of any and all applicable Laws, and the conditions of any required Governmental Approvals prior to entering into this Agreement. Developer will comply with such provisions before commencing performance of the Work under the Contract Documents and at all times during the Term.

12.1.4 All Work provided under Developer's direction will be performed by or under the supervision of Persons who hold all necessary valid licenses to practice in the State, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who shall assume professional responsibility for the accuracy and completeness of all documents prepared or checked by them.

12.1.5 Developer is a limited liability company duly organized and validly existing under the laws of Maryland and is registered and in good standing with the State, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Agreement and to perform each and all of the obligations of Developer provided for herein and therein.

12.1.6 The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action of Developer; each person executing this Agreement has been duly authorized to execute and deliver each such document on Developer's behalf; and this Agreement has been duly executed and delivered by Developer.

12.1.7 Neither the execution and delivery by Developer of this Agreement, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or has resulted or will result in a default under or a violation of the governing instruments of Developer or any other agreements or instruments to which it is a party or by which it is bound.

12.1.8 This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

12.1.9 There is no action, suit, proceeding, investigation or litigation pending and served on Developer that challenges Developer's authority to execute, deliver or perform, or the validity or enforceability against Developer of, this Agreement or that challenges the authority of Developer's representative executing this Agreement; and Developer has disclosed to the Owner any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Developer is aware.

12.1.10 Developer certifies, by entering into this Agreement, that neither it nor its principals or Agents is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State. For purposes of this Section 12.1.10, the term "principal" means an officer, director, owner, partner, Key Personnel, employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Developer.

12.1.11 As of the Effective Date, Developer has disclosed to the Owner in writing all organizational conflicts of interest of Developer and its Contractors of which Developer is aware as of the Effective Date.

12.1.12 The Intellectual Property does not infringe any right, title or interest of any other Person. Developer has executed, or shall have executed prior to incorporation, a license for, and in the name of, the Owner in respect of all Third-Party Intellectual Property incorporated into the Project.

12.2 Owner Representations and Warranties

The Owner represents and warrants to Developer as follows:

12.2.1 The Owner is a municipal corporation of the State of Missouri, duly formed and validly existing, and has full status, power, right and authority to execute, deliver and perform this Agreement and the other Contract Documents to which the Owner is a party and to perform each and all of the obligations of the Owner provided for herein and therein.

12.2.1.1 The Project is related to the Owner's exempt functions and activities and the Owner has received an exemption letter from the Missouri Department of Revenue, attached hereto as Appendix 14, verifying that purchases for the Project by the Owner are exempt from sales and/or use taxes under Missouri's Constitution and Chapter 144 of the Revised Statutes of Missouri, and the exemption letter is still in force.

12.2.1.2 The Owner is authorized to and will issue a certificate of exemption to Developer and others making purchases on behalf of the Owner for tangible personal property incorporated into or consumed in the construction of the Project.

12.2.2 This Agreement and the other Contract Documents to which the Owner is a party have each been duly authorized by the Owner, and each constitutes a legal, valid and binding obligation of the Owner enforceable against the Owner in accordance with its terms, subject only to the general principles of equity.

12.2.3 Each Person executing this Agreement and the other Contract Documents to which the Owner is a party has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of the Owner; and this Agreement, and the other Contract Documents to which the Owner is a party have been (or will be) duly executed and delivered by the Owner.

12.2.4 Neither the execution and delivery by the Owner of this Agreement and the other Contract Documents to which the Owner is a party nor the consummation of the transactions contemplated hereby or thereby, is (or at the time of execution will be) in conflict with or will result in a default under or violation of any other agreements or instruments to which it is a party or by which it is bound.

12.2.5 There is no action, suit, proceeding, investigation or litigation pending and served on the Owner that challenges the Owner's authority to execute, deliver or perform, or the validity or enforceability against the Owner of, this Agreement or the other Contract Documents to which the Owner is a party, or that challenges the authority of the Owner official executing this Agreement or the other Contract Documents to which the Owner is a party; and the Owner has disclosed to Developer any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Owner is aware.

12.3 Survival of Representations and Warranties

The representations and warranties of Developer and the Owner contained herein shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13. DEFAULT; SUSPENSION OF WORK

13.1 Default by Developer; Cure Periods

13.1.1 Developer Default

Developer shall be in default under this Agreement upon any one or more of the following events or conditions that persist beyond any applicable cure period (each a "Developer Default"):

13.1.1.1 Developer fails to satisfy the conditions to the NTP as set forth in Section 2.2.3 within 30 days after the Effective Date;

13.1.1.2 Developer fails to commence the Work within 10 days following the Owner's issuance of the NTP;

13.1.1.3 Except to the extent expressly permitted in Section 13.4.2.1.2, Developer discontinues the prosecution of the Work for a continuous period of 20 days or fails to resume discontinued Work as required by the Contract Documents within 30 days after the Owner notifies Developer to do so;

13.1.1.4 Developer fails to comply with applicable Governmental Approvals and Laws in any material respect;

13.1.1.5 Developer fails in any material respect to make an undisputed payment when due, beyond any applicable cure period;

13.1.1.6 Developer fails to obtain, provide and maintain any insurance or bonds as and when required under this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, qualifications, terms or coverage of the same;

13.1.1.7 Developer makes or attempts to make or suffers a voluntary or involuntary assignment or transfer of all or any portion of this Agreement;

13.1.1.8 Developer fails to comply with the Owner's written suspension of Work issued in accordance with Section 13.2.5 within the time reasonably allowed in such order;

13.1.1.9 Developer fails to comply with Section 15.3 regarding the Missouri Sunshine Law;

13.1.1.10 Developer fails to comply with Section 8.9;

13.1.1.11 Developer materially fails to perform the Work or any portion thereof;

13.1.1.12 Developer materially fails to timely observe or perform or cause to be observed or performed any other material covenant, agreement, obligation, term or condition required to be observed or performed by Developer under the Contract Documents; provided that such actions shall not be considered a Developer Default if they are the direct result of the Owner's breach of its obligation to make payments to Developer;

13.1.1.13 Developer commences a voluntary case seeking liquidation, reorganization or other relief with respect to itself or its debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect, seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; becomes insolvent, or generally does not pay its debts as they become due or admits in writing its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing; provided such actions shall not be considered a Developer Default if they are the sole and direct result of the Owner's breach of its obligation to make payments to Developer;

13.1.1.14 An involuntary case is commenced against Developer seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to Developer or Developer's debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of Developer or any substantial part of Developer's assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by Developer in good faith or shall remain un-dismissed and un-stayed for a period of 60 days; provided such actions shall not be considered a Developer Default if they are the sole and direct result of the Owner's breach of its obligation to make payments to Developer;

13.1.1.15 Any of Developer's partners, members, officers, directors, or responsible managing officers, or responsible managing employees, is convicted in a court of competent jurisdiction (and not have its relationship with the Developer severed) of any charge of fraud, bribery, or collusion, conspiracy, or violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract;

13.1.1.16 Developer is convicted in a court of competent jurisdiction of any charge of fraud, bribery, or collusion, conspiracy, or violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract;

13.1.1.17 Any representation or warranty made in Section 12.1 is knowingly false in any material respect or materially misleading or inaccurate in any material respect when made;

13.1.1.18 Developer fails to achieve Substantial Completion by one hundred eighty (180) days of the Scheduled Substantial Completion Date.

13.1.2 Initial Notice and Cure Periods

The Owner shall provide written notice to Developer of the occurrence of a Developer Default, subsequent to which Developer shall have the following cure periods within which to cure such Developer Default:

13.1.2.1 For a Developer Default under Sections 13.1.1.1 through 13.1.1.10, a period of 30 days after Developer receives written notice from the Owner of Developer Default.

13.1.2.2 For a Developer Default under Sections 13.1.1.11 through 13.1.1.15, a period of 30 days after Developer receives written notice from the Owner of Developer Default. If Developer Default is of such a nature that the cure cannot, with diligence, be completed within such time period and Developer has commenced meaningful steps to cure immediately after receiving the default notice, Developer shall have such additional period of time, up to a maximum cure period of 90 days, as is reasonably necessary to diligently effect a cure.

13.1.2.3 For a Developer Default under Sections 13.1.1.16 through 13.1.1.18 there is no cure period.

13.2 Owner Remedies for Developer Default

13.2.1 Termination

If any Developer Default occurs and has not been cured within the applicable cure period, if any, set out in Section 13.1.2, the Owner may terminate this Agreement in accordance with Section 14.3.

13.2.2 Remedies for Failure to Meet Safety Standards or Perform Safety Compliance

If at any time Developer fails to meet any Safety Standard or timely perform Safety Compliance or the Owner and Developer cannot reach an agreement regarding the interpretation or application of a Safety Standard or the valid issuance of a Safety Compliance Order within a period of time acceptable to the Owner, acting reasonably, the Owner shall have the absolute right and entitlement to undertake or direct Developer to undertake any actions required to ensure implementation of and compliance with Safety Standards as reasonably interpreted by the Owner or with the Safety Compliance Order. To the extent that any Work performed pursuant to Section 13.2.3.1 is undertaken by the Owner and is reasonably necessary to comply with Safety Standards or perform validly issued Safety Compliance Orders, Developer shall pay to the Owner on demand the Owner's Costs in connection with such Work, and the Owner (whether it undertakes the Work or has directed Developer to undertake the Work) shall have no obligation or liability to compensate Developer for any Losses it suffers or incurs as a result thereof, except as a result of the Owner's gross negligence, recklessness, willful misconduct or bad faith.

13.2.3 Owner Step-in Rights

Upon the occurrence of a Developer Default and expiration of the cure period, without waiving or releasing Developer from any obligations, the Owner shall have the right, but not the obligation, to pay

and perform all or any portion of Developer's obligations and the Work that relates to the Developer Default, on and subject to the following terms and conditions.

13.2.3.1 The Owner may, to the extent necessary to cure the Developer Default:

- (a) Perform or attempt to perform, or caused to be performed, such Work;
- (b) Spend such sums as the Owner deems necessary and reasonable to employ and pay such architects, engineers, consultants and contractors and obtain materials and equipment as may be required for the purpose of completing the Work;
- (c) Make claims on the Performance Bond, pursuant to its terms, in the same manner and under the same conditions as applicable to the Developer;
- (d) Execute all applications, certificates and other documents as may be required for completing the Work;
- (e) Make decisions respecting, assume control over and continue Work as the Owner determines appropriate, in its sole discretion;
- (f) Pursuant to the term of such agreement, modify or terminate any contractual arrangements, without liability for termination fees, costs or other charges so long as the Owner step-in is intended to be permanent following a termination hereof;
- (g) Direct and instruct Contractors, process invoices and applications for payment from Contractors, pay Contractors, and resolve claims of Contractors in accordance with the terms of the applicable Contracts, and for this purpose Developer irrevocably appoints the Owner as its attorney-in-fact with full power and authority to act for and bind Developer in its place and stead; and
- (h) Take any and all other actions that it may in its sole discretion consider necessary to complete the Work.

13.2.3.2 Developer shall reimburse the Owner, on demand, for the Owner's Costs in connection with the performance of any act or Work authorized by this Section 13.2.3.

13.2.3.3 For the purpose of carrying out the Owner's step-in rights under this Section 13.2.3, the Owner shall have the right to take exclusive possession of the Project and to suspend or revoke Developer's right to enter the same. Neither the Owner nor any of its Authorized Representatives, Contractors, vendors and employees shall be liable to Developer in any manner for any inconvenience or disturbance arising out of any such exclusion of Developer from the Site or the Owner's entry onto any construction lay down, staging and similar areas in order to perform under this Section 13.2.3, unless caused by the gross negligence, recklessness, willful misconduct or bad faith of such Person. If any Person exercises any right to pay or perform under this Section 13.2.3, it nevertheless shall have no liability to Developer for the sufficiency or adequacy of any such payment or performance, or for the manner or quality of design, construction, operation or maintenance, unless caused by the gross negligence, recklessness, willful misconduct or bad faith of such Person.

13.2.3.4 The Owner's rights under this Section 13.2.3 are subject to the right of any Surety under the Performance Bond to assume performance and completion of all bonded Work; and the exercise of rights by the Bond Trustee under the senior Security Documents.

13.2.4 Delay Credits; Damages; Offset

13.2.4.1 With respect to a Developer Default pursuant to Section 13.1.1.18, the Owner shall be entitled to recover from Developer a credit of \$35,000 per day for every day Substantial Completion is delayed more than thirty (30) days after the Scheduled Substantial Completion Date (collectively, the "Delay Credits"). The Parties agree the Delay Credits are a reasonable negotiated calculation of the damages the Owner will suffer due to Developer's failure to timely achieve Substantial Completion, and that such Delay Credits are not a penalty, and the Owner shall not be entitled to any other damages or costs from Developer for a Developer Default pursuant to Section 13.1.1.18.

13.2.4.2 Subject to Section 13.2.4.1, the Owner shall be entitled to recover any and all damages available under Law on account of the occurrence of a Developer Default, including loss of any compensation due to the Owner under this Agreement proximately caused by the Developer Default. Developer shall be liable for any damages that accrue after the occurrence of a Developer Default, regardless of whether Developer Default is subsequently cured, which shall be due and owing after the expiration of all cure periods available to Developer.

13.2.4.3 In the case of a termination for Developer Default, the Owner may deduct and offset any damages owing to it under the Contract Documents from and against any amounts the Owner may owe to Developer. If the amount of damages owing to the Owner is not liquidated or known with certainty at the time a payment is due from the Owner to Developer with respect to such termination for a Developer Default, the Owner may deduct and offset the amount it reasonably estimates will be due, subject to the Owner's obligation to adjust such deduction or offset when the amount of damages owing the Owner is liquidated or becomes known with certainty.

13.2.5 Suspension of Work

13.2.5.1 Notwithstanding any other provision of this Agreement, at any time and without cause, and at its sole and absolute discretion, the Owner may suspend the Work or any portion of the Work by written notice to Developer, which will initially fix the date on which Work will be resumed. Developer shall resume the Work on the date so fixed in the notice unless the date is changed by a subsequent written notice from the Owner. A suspension of Work shall entitle Developer to a Change Order, unless the Owner suspends the Work because of Developer's acts or omissions that violate the HASP, thereby endangering the safety of an individual, the Work, or property at the Site. In such an event, the Owner may order Developer to stop the Work, or any portion thereof, until Developer adequately addresses the cause for such order; provided, the Owner's right to stop the Work shall not give rise to any duty of the Owner to exercise such right for the benefit of Developer, or any Contractor or Supplier.

13.2.5.2 Developer shall immediately comply with any suspension order. Developer assumes the full risk and liability for any Work performed by Developer after receipt by Developer of the suspension order and prior to the Owner's authorization to resume such Work, except for costs associated with securing the Site, which shall be a Project cost.

13.2.6 Cumulative, Non-Exclusive Remedies

Except as specifically provided otherwise in this Agreement, each right and remedy of the Owner hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or now or hereafter existing under Law or in equity, and the exercise or beginning of the exercise by the Owner of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by the Owner of any or all other such rights or remedies. Notwithstanding the above, the Owner

may not receive duplicate payment of damages for a single Claim, and the Owner shall not recover more than its actual damages, which actual damages shall include compensatory damages.

13.2.7 Limitation on Developer's Liability for Certain Damages

13.2.7.1 Notwithstanding any other provision of the Contract Documents, to the extent permitted by applicable Law, Owner waives and Developer shall not be liable for special, punitive or indirect, incidental or consequential damages, no matter the theory of liability, and the Owner releases Developer from any such liability. The foregoing limitation on Developer's liability shall not apply to or limit the Owner's right of recovery with respect to:

(a) Losses (including defense costs) to the extent covered by (i) the proceeds of insurance required to be carried pursuant to this Agreement and received by the Owner or Developer; or (ii) covered by the proceeds of insurance actually carried by or insuring Developer under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to this Agreement;

(b) Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness or bad faith on the part of Developer;

(c) Developer's indemnities set forth in this Agreement, to the extent any such remedies relate to claims, causes of action or Losses asserted by or awarded to third parties; and

(d) Developer's obligation to pay Delay Credits in accordance with the Contract Documents.

13.3 Default by the Owner; Cure Periods

13.3.1 Owner Default

The Owner shall be in breach of this Agreement upon the occurrence of any one or more of the following events or conditions (each, an "Owner Default"):

13.3.1.1 The Owner fails to pay or approve and submit to the Bond Trustee for payment Developer's payment request within 5 Business Days after its due date hereunder, provided that such payment request may exclude matters subject to a good faith Dispute;

13.3.1.2 The Owner or any other Governmental Authority confiscates, sequesters, condemns or appropriates the Project or any material part thereof, or Developer's Interest or any material part thereof, excluding a Termination for Convenience or any other exercise of a right of termination set forth in this Agreement or any suspensions or limitations on access due to TSA, FAA or other Governmental Authority's requirements in response to emergencies, terrorism or Relief Events; or

13.3.1.3 The Owner ceases or fails to perform any of its material obligations under this Agreement, as a direct result of which Developer is unable to perform all or substantially all of its obligations under this Agreement for a continuous period of 90 days.

13.3.2 Cure Periods

The Owner shall have the following cure periods:

13.3.2.1 For an Owner Default under Section 13.3.1.1, with respect to (a) any Progress Payment, a period of 5 days after the due date hereunder, and (b) with respect to any other payment, 30 days after Developer delivers to the Owner written notice of the Owner Default with respect thereto.

13.3.2.2 For an Owner Default under Sections 13.3.1.2 or 13.3.1.3, a period of 30 days after Developer delivers to the Owner written notice of the Owner Default. If the Owner Default is of such a nature that the cure cannot with diligence be completed within such time period and the Owner has commenced meaningful steps to cure immediately after receiving the default notice, the Owner shall have such additional period of time, up to a maximum cure period of 120 days, as is reasonably necessary to diligently effect a cure.

13.4 Developer Remedies for Owner Default

13.4.1 Termination

Subject to Section 13.4.4, Developer shall have the right to terminate this Agreement and recover termination damages as more particularly set forth in, and subject to the terms and conditions of, Section 14.3.

13.4.2 Damages and Other Remedies

13.4.3 Subject to Section 13.4.4, and provided Developer does not terminate this Agreement pursuant to Section 14.3.1, Developer shall have and may exercise the following remedies upon the occurrence of an Owner Default but only following expiration, without cure, of the applicable cure period:

(a) Developer may submit a Relief Event Claim;

(b) For an Owner Default under Sections 13.3.1.1 through Section 13.3.1.2 that is not timely cured, Developer may suspend the performance of the Work until such Owner Default is cured. If an Owner Default is not cured after an additional 5 Business Days, Developer may demobilize from the Project; provided, however, in the case of an uncured Owner Default under Section 13.3.1.1 Developer may only demobilize after an additional 30 days beyond the expiration of all applicable cure periods. Notwithstanding anything contained herein to the contrary, all time lost, delays and costs incurred by any entity performing Work on the Project shall be the Owner's full responsibility, and a Change Order shall be executed providing Developer with full compensation for all such cost and time impacts before Developer shall be required to resume the Work; and

(c) Developer may exercise any other rights and remedies available under this Agreement or available at Law or in equity.

13.4.3.2 Subject to Section 13.4.4 and except as specifically provided otherwise in this Agreement, each right and remedy of Developer shall be cumulative and shall be in addition to every other right or remedy provided by this Agreement or now or hereafter existing under Law, and the exercise or beginning of the exercise by Developer of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by Developer of any or all other such rights or remedies.

13.4.4 Limitations on Remedies

13.4.4.1 Notwithstanding any other provision of the Contract Documents, to the extent permitted by applicable Law, the Owner shall not be liable to Developer for special, punitive, indirect, incidental or consequential damages, whether arising out of breach by the Owner, tort (including negligence) or any other theory of liability, and Developer releases the Owner from any such liability. The foregoing limitation on the Owner's liability shall not apply to or limit Developer's right of recovery with respect to:

(a) Losses (including defense costs) to the extent covered by the proceeds of insurance actually paid and received (inclusive of any deductibles and retentions for which Developer is responsible under this Agreement);

(b) Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness or bad faith on the part of the Owner; and

(c) Any amounts the Owner may owe or be obligated to reimburse to Developer under the express provisions of the Contract Documents.

13.4.4.2 The measure of compensation available to Developer as set forth in this Agreement for an event of termination shall constitute the sole and exclusive monetary relief and damages available to Developer arising out of or relating to such event; and Developer irrevocably waives and releases any right to any other or additional damages or compensation. No award of compensation or damages shall be duplicative.

ARTICLE 14. TERMINATION

14.1 Termination for Convenience

14.1.1 Notwithstanding any other provision of this Contract, upon 30 calendar days' written notice to Developer, the Owner may, at its sole and absolute discretion, without cause and without prejudice to any other right or remedy of the Owner, elect to terminate this Agreement (a "**Termination for Convenience**"). A Termination for Convenience shall not relieve Developer or Surety of its obligation for any Claims arising from the Work performed prior to such termination; provided, however, that Developer shall be relieved of all obligations and liabilities under this Agreement, the Developer Pledge Agreement, by separate instrument, and the Terminal Workforce Enhancement Program Agreement, by separate instrument, on the 30th day after Developer's receipt of the written notice required under this Section 14.1.1. Developer shall, within 30 calendar days after receiving such notice of Termination for Convenience, submit to the Owner its statement of costs and expenses and shall be paid:

14.1.1.1 for completed Work executed in accordance with the Contract Documents prior to the Early Termination Date, including fair and reasonable sums for overhead and profit on such Work;

14.1.1.2 for expenses sustained prior to the Early Termination Date in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

14.1.1.3 for all costs, losses and damages incurred in settlement of terminated contracts with Contractors, Suppliers and others;

14.1.1.4 for reasonable expenses directly attributable to termination, including all costs incurred to terminate Developer's and Design-Builder's contracts; and

14.1.1.5 for reasonable costs, reasonably incurred to effectuate the termination or to save the Owner from Losses in excess of such reasonable costs.

14.1.2 Developer shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14.1.3 Developer waives any costs not submitted to the Owner pursuant to this Section 14.1.

14.1.4 The Owner shall cause Developer to be paid within 30 calendar days after receipt of Developer's statement; provided that the Owner may delay payment of amounts it reasonably determines are not properly substantiated, but only to the extent, prior to the expiration of such 30-day period, the Owner itemizes each amount and provides a written explanation of the Owner's reasons for withholding such payment. The Owner shall pay any such disputed amounts within 14 days after the date on which Developer reasonably satisfies the Owner's objections.

14.2 Termination for Developer Default

14.2.1 If any Developer Default occurs and has not been cured within the applicable cure period, if any, set out in Section 13.1.2, the Owner may terminate this Agreement with immediate effect upon 7 days' written notice to Developer and Developer's Surety.

14.2.2 Upon such termination pursuant to Section 14.2.1, subject to Section 14.4, the Owner may exclude Developer from the Site and take possession of the Work and of all Developer's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Developer (without liability to Developer for trespass or conversion), incorporate into the Work all materials and equipment stored at the Site or for which the Owner has paid Developer but which are stored elsewhere, and finish the Work as the Owner may deem expedient. In such case, Developer shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the GMP exceeds all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other Dispute Resolution costs) sustained by the Owner arising out of or resulting from completing the Work, such excess may be paid to Developer. If such costs, Losses and damages exceed such unpaid balance, Developer shall pay the difference to the Owner within 14 days after the Owner's demand for payment. When exercising any rights or remedies under this Section 14.2.2, the Owner shall not be required to competitively bid this Work unless required by Law.

14.2.3 If this Agreement is terminated for grounds later determined not to justify a termination by the Owner for a Developer Default, such termination shall be deemed to constitute a Termination for Convenience pursuant to Section 14.1.

14.3 Termination for Owner Default; Termination by Court Ruling; Termination for Failure to Finance

14.3.1 Termination for Owner Default

Developer shall have the right to terminate this Agreement, effective immediately upon 7 days' written notice of termination to the Owner, only in the event of an Owner Default under Section 13.3.1 that remains uncured following notice and expiration of the applicable cure period. In the event of such

termination, the Owner shall pay compensation to Developer in an amount equal to the amount described in Section 14.1.1. In the event of a Developer termination for Owner Default pursuant to this Section 14.3.1, Developer may, in its sole and absolute discretion, elect to terminate all its obligations and liabilities under the Developer Pledge Agreement, by separate instrument, and the Terminal Workforce Enhancement Program Agreement, by separate instrument.

14.3.2 Termination by Court Ruling

“Termination by Court Ruling” means, and becomes effective upon: (a) issuance of a final order by a court of competent jurisdiction after exhaustion of all appeals to the effect that this Agreement is void, voidable, and/or unenforceable or impossible to perform in its entirety for reasons beyond the reasonable control of Developer; or (b) issuance of a final order by a court of competent jurisdiction after exhaustion of all appeals upholding the binding effect on Developer and/or the Owner of a Change in Law that causes impossibility of performance of a fundamental obligation by Developer or the Owner under the Contract Documents or impossibility of exercising a fundamental right of Developer or the Owner under the Contract Documents. The final court order shall be treated as the notice of termination. In the event of such termination, Developer shall be entitled to compensation in an amount equal to the amount described in Section 14.1.1.

14.3.3 Termination for Failure to Finance

If the City fails to issue the Bonds or to identify an alternative funding or financing source by April 30, 2020 to enable it to demonstrate to Developer’s reasonable satisfaction that the Owner has the Readily Available Funds to fulfill the Owner’s obligations under this Agreement, Developer shall have the right to terminate this Agreement (a “**Termination for Failure to Finance**”), effective immediately upon 7 days’ written notice of termination to the Owner.

14.4 Termination Procedures and Duties

Upon the termination of this Agreement for any reason prior to the expiration of the Term, the provisions of this Section 14.4 shall apply. Except as expressly provided otherwise, Developer shall timely comply with such provisions independently of, and without regard to, the timing for determining, adjusting, settling and paying any amounts due Developer or the Owner on account of termination.

14.4.1 Transition Plan

Within 3 days after receipt of a notice of termination, Developer shall meet and confer with the Owner for the purpose of developing a transition plan for the orderly transition of Work, demobilization and transfer of control of the Project and the Site to the Owner. The Parties shall use diligent efforts to complete preparation of the transition plan within 30 days after the date of the notice of termination. The transition plan shall include an estimate of costs and expenses to be incurred by each Party in connection with implementation of the transition plan and a timeline for delivery of those documents set forth in Section 10.9.1 that the Owner and Developer agree that Developer shall provide.

14.4.2 Continuance of Termination of Key Contracts Prior to Work Completion

14.4.2.1 If, as of the Early Termination Date, Developer has not completed the Work, the Owner may, but only after the Final GMP is agreed to by the Owner and Developer, and thereafter approved by the Project Management Committee, elect, by written notice to Developer, to continue in effect the relevant Key Contracts by novation to the Owner or to require their termination. If the Owner elects to continue such Key Contracts, then Developer shall execute and deliver (or, if Developer is not a

party to such Key Contract, shall cause the relevant Key Contractor(s) to execute and deliver) to the Owner a written assignment, in form and substance acceptable to the Owner, of all Developer's or such Key Contractor's, as applicable, right, title and interest in and to such Key Contracts, and the Owner shall execute a written novation to assume Developer's or such Key Contractor's, as applicable, obligations thereunder that arise from and after the Early Termination Date.

14.4.2.2 If the Owner elects to require termination of the Key Contracts, then Developer shall (or, if Developer is not a party to such Key Contracts, shall cause the relevant Key Contractor(s) to):

- (a) Take such steps as are necessary to terminate the relevant Key Contracts;
- (b) Immediately demobilize and secure in a safe manner construction, staging, lay down and storage areas for the Project to the reasonable satisfaction of the Owner, and remove all debris and waste materials except as otherwise approved by the Owner in writing;
- (c) Settle all outstanding liabilities and all claims arising out of the Key Contracts; and
- (d) As a condition to Developer's receiving all payments required to be paid by the Owner under this Article 14 and pursuant to the requirements of the transition plan, (i) cause each of the Key Contractors to execute and deliver to the Owner a written assignment, in form and substance acceptable to the Owner, of all of their right, title and interest in and to all warranties, to the extent assignable, claims and causes of action held by each of them against subcontractors and other third parties in connection with the Project or the Work, to the extent the Project or the Work is adversely affected by any subcontractor or other third-party breach of warranty, contract or other legal obligation; and (ii) cause to be delivered to the Owner all IP Materials.

14.4.2.3 Developer shall otherwise assist the Owner in such manner as the Owner may require to ensure the orderly transition of the Project, and shall, if appropriate and if requested by the Owner, take all steps as may be necessary to enforce the provisions of the Key Contracts pertaining to the surrender of the Project.

14.5 Liability After Termination; Final Release

14.5.1 No termination of this Agreement shall excuse either Party from any liability arising out of any default as provided in this Agreement that occurred prior to termination, provided that no Delay Credits shall begin to accrue following the Early Termination Date.

14.5.2 If this Agreement is terminated for any reason, then the Owner's payment to Developer of the amounts required under this Agreement (if any), except for the Owner's liability for tax determinations pursuant to Section 4.1, shall constitute full and final satisfaction of, and upon payment the Owner shall be forever released and discharged from, any and all claims, causes of action, suits, demands and Losses, known or unknown, suspected or unsuspected, that Developer may have against the Owner arising out of or relating to this Agreement or termination thereof, or the Project. Upon such payment, Developer shall execute and deliver to the Owner all such releases and discharges as the Owner may reasonably require to confirm the foregoing, but no such written release and discharge shall be necessary to give effect to the foregoing satisfaction and release.

ARTICLE 15. RECORDS; AUDIT; OPEN RECORDS

15.1 Maintenance and Inspection of Records

15.1.1 Developer shall keep and maintain in Kansas City, Missouri, or such other location approved by the Owner in writing, all books, records and documents relating to the Project and the Work (collectively, “**Project Records**”) regardless of physical or digital medium, now known or hereinafter devised. Developer shall notify the Owner where the Project Records are kept or maintained, including any cloud storage, server storage or hosting locations, or portable digital storage. Developer may delete, destroy or erase Project Records in any digital medium only when (a) such Project Records are reproduced completely in a physical medium and kept and maintained in accordance with this Section 15.1, or (b) 10 years from the date of Final Completion shall have passed.

15.2 Audits

15.2.1 The Owner shall have the right to audit, upon reasonable notice and at its own expense, all expenditures and financial records related to the Project. Developer shall reasonably cooperate with the assigned auditors (internal or external) in this regard. Audits under this Section 15.2 shall not occur more frequently than once every 6 months; provided, however, that if a Material Error (as defined below) has been detected, Developer’s records shall be subject to audit at more frequent intervals, as deemed appropriate by the Owner. The Owner shall provide a complete copy of the final audit report to Developer promptly following receipt of such report. If an audit uncovers errors or incorrect calculations that account for 3% or more of the Project Budget (a “**Material Error**”), then Developer shall pay the cost of such audit. Notwithstanding the foregoing, the FAA shall have the right to conduct an audit of all expenditures and financial records related to the Project at any time, without limitation.

15.2.2 Developer represents and warrants the completeness and accuracy of all information it or its agents provides in connection with the Owner audits, and shall cause all Contractors to warrant the completeness and accuracy of all information such Contractors provide in connection with the Owner audits.

15.3 Missouri Sunshine Law

15.3.1 Developer acknowledges and agrees that, except as provided by the Missouri Sunshine Law, all Submittals, records, documents, drawings, plans, specifications and other materials in the Owner’s possession, including the Contract Documents and other materials submitted by Developer to the Owner, are subject to the provisions of the Missouri Sunshine Law. If Developer believes information or materials submitted to the Owner constitute trade secrets, proprietary information or other information excepted from disclosure, Developer shall be solely responsible for specifically and conspicuously designating such information by placing “CONFIDENTIAL-PRIVILEGED” in the center header of each such page affected, as it determines to be appropriate, and placing the materials in a folder or binder clearly labeled with the citation to the specific provision of the Missouri Sunshine Law that exempts the material from disclosure. Any specific proprietary information, trade secrets or confidential commercial and financial information shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim including the specific provision of the Missouri Sunshine Law that authorizes the confidentiality and exempts the material from disclosure. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Owner by the Missouri Sunshine Law or other applicable Law, and the provisions of the Missouri Sunshine Law or other Laws shall control in the event of a conflict between the procedures described above and the applicable Law. Developer is advised to contact legal counsel concerning such Laws and their application to Developer. Failure to grant such public access will be grounds for termination of this Agreement by the Owner for a Developer Default under Section 13.1.1.9.

15.3.2 If the Owner receives a request for public disclosure of materials marked “CONFIDENTIAL-PRIVILEGED”, the Owner will notify Developer of the request and give Developer an opportunity to assert, in writing and at its sole expense, a claimed exception under the Missouri Sunshine Law or other applicable Law within the time period specified in the notice issued by the Owner and allowed under the Missouri Sunshine Law. Under no circumstances, however, shall the Owner be responsible or liable to Developer or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by Law, or court order, or occurs through inadvertence, mistake or negligence on the part of the Owner or its officers, employees, contractors or consultants. Developer agrees to defend, indemnify, hold harmless, and fully cooperate with the Owner in the event of a request for disclosure or legal process arising under such act for the disclosure of any documents or information, which Developer asserts is confidential and exempt from disclosure.

15.3.3 If any legal action is filed against the Owner to enforce the provisions of the Missouri Sunshine Law in relation to confidential information, the Owner agrees to promptly notify Developer of such action, and the Owner’s sole involvement in such proceedings or litigation will be as the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and Developer shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk. The Owner reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. Developer shall defend, indemnify, and hold harmless the Owner, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Developer’s objection to disclosure, including prompt reimbursement to the Owner of all reasonable attorney fees, costs, and damages that the Owner may incur directly or may be ordered to pay by a court.

ARTICLE 16.

DISPUTE RESOLUTION PROCEDURES

16.1 General

16.1.1 The Dispute Resolution Procedures set forth in Appendix 4 shall govern resolution of any Disputes referred to Dispute Resolution by either Party.

16.1.2 Disputes regarding any decision, determination, judgment or other action of the Owner that is expressly provided in the Contract Documents as being subject to the Owner’s sole discretion, which decision, determination, judgment or other action shall be final, binding and not subject to Dispute Resolution Procedures (excluding a Dispute regarding whether the Owner has exercised its discretion in good faith), shall not constitute a basis for any claim for additional monetary compensation, time extension or any other relief.

16.1.3 If a Dispute has been subjected to the Dispute Resolution Procedures, the Owner’s Authorized Representative’s initial determination shall be binding upon the Parties pending any final determination of the Dispute in accordance with Appendix 4, except as expressly otherwise provided in the Contract Documents.

16.1.4 The Parties agree to use reasonable efforts to resolve any Disputes as quickly as possible.

16.1.5 No proceedings to resolve any Dispute shall include a non-party to the Agreement, other than, at either Party’s election, the Design-Builder, Architect, or any Contractor whose obligations, performance or rights under its Contract are integral to the subject Dispute.

16.2 Continuance of Work During Dispute

During the course of any Dispute Resolution, without prejudice to its rights thereunder, Developer shall continue performing the Work, including any Work that is the subject of the Dispute, as directed by the Owner in accordance with the Contract Documents, except to the extent enjoined by order of a court or otherwise approved by the Owner in its reasonable discretion.

16.3 Costs of Dispute Resolution

Each Party shall bear its own costs and expenses, including attorneys' fees, in connection with any Dispute Resolution, except as expressly provided pursuant to the terms of any Dispute Resolution decision to which the Parties agree to be bound.

ARTICLE 17. MISCELLANEOUS

17.1 Amendments

The Contract Documents may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns, provided that unless otherwise required by law, the following shall only require execution by the Parties' Authorized Representatives: (a) Change Orders and Change Directives; (b) any amendments or supplements to, or replacement of, appendices of this Agreement; and (c) any other amendments that do not materially alter the rights and obligations of the Parties or the risk allocation under the Agreement, as reasonably determined by the Owner's Representative.

17.2 Ancillary Agreements

The City Council hereby delegates authority to the Director of Aviation to execute and deliver, on behalf of the Owner, such other ancillary agreement, instrument, certificate or other document required to consummate the transactions contemplated in this Agreement, and any amendments thereto.

17.3 Waiver

Either Party's waiver of any breach or enforcement of any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the Parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes.

17.4 Assignment

Developer shall not assign, transfer or otherwise dispose of any interest in this Agreement or a Contract, except as security for any loan made to Developer, as expressly approved by the Owner, in its sole discretion. Any such approved assignee shall assume all the obligations of Developer under this Agreement. Except as otherwise set forth herein, any Change of Control of Developer shall be subject to the Owner's prior written approval. The Owner may assign all or any portion of its rights, title and interests in and to, and obligations and liabilities under (if applicable), the Contract Documents (excluding

the Payment Bond and Performance Bond), and other security for payment or performance with Developer's consent that shall not be unreasonably withheld, delayed or conditioned.

17.5 Successors and Assigns

The Contract Documents shall be binding upon and inure to the benefit of the Owner and Developer and their permitted successors, assigns and legal representatives.

17.6 Agents and Representatives

The Owner and Developer shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to the Contract Documents (each, an "Authorized Representative"). Appendix 8 to this Agreement provides the initial Authorized Representative designations. Such designations may be changed by a subsequent writing delivered to the other Party in accordance with Section 17.10. Without limiting the foregoing, any approval of the Owner under the Contract Documents shall not be effective unless the approval is given in writing and is signed by the Owner's Authorized Representative.

17.7 Survival

Developer's representations and warranties, the Dispute Resolution Procedures contained in Appendix 4, the indemnifications and releases contained in Article 3, the limitations on remedies contained in Sections 13.2.7 and 13.4.3, and any other obligation to pay amounts hereunder, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement and/or completion of the Work under this Agreement, shall survive the expiration or earlier termination of this Agreement and/or the completion of the Work under this Agreement. The Owner's obligation to pay compensation to Developer upon the early termination of this Agreement as provided in Article 14 and any other payment obligations of the Owner arising prior to expiration or early termination of this Agreement shall survive the expiration or earlier termination of this Agreement.

17.8 Limitation on Third-Party Beneficiaries

No provisions of the Contract Documents are intended to or do create any third-party beneficiary hereunder or authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof.

17.9 Governing Law

The Contract Documents shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for any litigation arising from a Dispute shall be in the Sixteenth Circuit Court of Jackson County, Missouri.

17.10 Notices and Communications

17.10.1 Notices under the Contract Documents shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

(i) All notices, correspondence and other communications to Developer shall be delivered to the following address or as otherwise directed by Developer's Representative:

Geoffrey Stricker
Managing Director,
Edgemoor Infrastructure & Real Estate
7500 Old Georgetown Road
Bethesda, MD 20814

Frank J. Baltz, Esq.
Senior Vice President & Chief Legal Officer
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

In addition, copies of all NTPs, notices regarding Disputes, and suspension, termination and default notices shall be delivered to the following persons:

Jeffrey Gans
Pillsbury Winthrop Shaw Pittman, LLP
1200 17th Street, NW
Washington, D.C. 20036

(ii) All notices, correspondence and other communications to the Owner shall be marked as regarding the Project and shall be delivered to the following address:

Director of Aviation Department
601 Brasilia Avenue
Kansas City, MO 64153

City Attorney's Office
City Hall, 28th Floor
414 E 12th Street
Kansas City, MO 64106

17.10.2 Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the delivery receipt of. Any technical or other communications pertaining to the Work shall be conducted by Developer's Authorized Representative and the Owner's Authorized Representative.

17.11 Integration of Contract Documents

Subject to Section 17.12, the Owner and Developer agree and expressly intend that this Agreement and other Contract Documents constitute a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.

17.12 Severability

If any clause, provision, section or part of the Contract Documents is ruled invalid by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such

clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision, section or part, provided that Developer shall not be required to perform the Work if Owner's obligation to provide payment to Developer pursuant to this Agreement shall be ruled invalid or unenforceable.

17.13 Entire Agreement

The Contract Documents contain the entire understanding of the Parties with respect to the subject matter thereof and supersede all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

17.14 Further Assurances

Each Party shall do, execute and deliver, or shall cause to be done, executed and delivered, all such further acts, documents and things as the other Party may reasonably request for the purpose of giving effect to the Contract Documents.

17.15 Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission by email of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart, to be followed thereafter by an original of such counterpart. The Parties, in the manner specified by Owner, may sign this Agreement electronically.

17.16 Time for Delivery

If a deliverable is due under the Contract Documents or the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day. All references to days are references to calendar days, unless otherwise indicated. Any reference in the Contract Documents to a specific time shall refer to Central Time.

17.17 Headings

The table of contents, captions of the articles, sections and subsections of this Agreement are for convenient reference only and shall not be deemed part of this Agreement or considered in construing this Agreement.

17.18 Construction and Interpretation of Contract Documents

17.18.1 The language in the Contract Documents shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties acknowledge and agree that the Contract Documents have been prepared jointly by the Parties and have been the subject of arm's length and careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review the Contract Documents with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret and agree to

the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or Dispute regarding the interpretation of the Contract Documents, the Contract Documents shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction (as set forth herein) shall be utilized.

17.18.2 Any references to any covenant, condition, obligation and/or undertaking “hereby,” “hereof,” “herein,” “hereunder” or “pursuant hereto” (or similar language) shall mean, refer to and include the covenants, conditions, obligations and undertakings existing pursuant to this Agreement and any appendices, riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this Agreement. All terms defined in this Agreement shall be deemed to have the same meanings in all appendices, riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this Agreement unless the context thereof clearly requires the contrary. Unless expressly provided otherwise, all references to articles, sections and appendices refer to the articles, sections and appendices of this Agreement. Unless otherwise stated or defined in this Agreement or the other Contract Documents, words which have well-known technical or construction industry meanings are used in this Agreement or the other Contract Documents in accordance with such recognized meaning. Wherever the word “including,” “includes” or “include” is used in the Contract Documents, it shall be deemed to be followed by the words “without limitation.”

17.18.3 As used in any Contract Document and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

17.18.4 Any reference to any Contract Document, or any appendix, section or table therein, means such Contract Document, appendix, section or table as amended, supplemented, or replaced from time to time in accordance with the Contract Documents.

17.18.5 Each reference to a statute or statutory provision excludes any statute or statutory provision which, after the effective date, amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

17.18.6 When a Party has “discretion,” it means that Party has the sole, absolute and unfettered discretion, with no requirement to act reasonably or provide reasons unless specifically required under the provisions of this Agreement.

17.18.7 The expression “all reasonable efforts” and expressions of like import, when used in connection with an obligation of either Party, means taking in good faith and with due diligence all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances, taking into account each Party’s obligations hereunder to mitigate delays and additional costs to the other Party, and in any event taking no fewer steps and efforts than those that would be taken by a commercially reasonable and prudent Person in comparable circumstances but where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that Person’s own benefit.

17.18.8 Owner and Developer agree that Developer will be designated as the Party primarily responsible for designing the Project, within the meaning of Internal Revenue Code Section 179D (or its analogue or successor), and to the extent it relates to the Project, the Owner shall consider issuing a “179D Letter Agreement” allocating the deduction pursuant to Section 179D, if any, to Developer, provided (a) Developer and the Owner shall equally split all costs incurred by the Parties in connection

with any actions taken by either of them in accordance with this Section 17.18.8, and (b) Developer agrees to credit the Owner 10% of the value of any such deduction to Developer.

17.18.9 For the avoidance of all doubt, Developer may fulfill its obligations under this Agreement through the Key Contracts and such other subcontracts as are approved by the Owner, subject in all respects to Section 17.4, and Developer's obligations hereunder shall not be excused in any respect as a result of Developer's fulfilling its obligations indirectly through the causation of actions to be taken pursuant to such Key Contracts and subcontracts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Biswell, Linda

From: Green, John
Sent: Wednesday, March 27, 2019 3:50 PM
To: Biswell, Linda; Beaufort, Galen
Cc: O'Neill, Fred; Clevenger, Eric; Danielsen, Theresa
Subject: RE: Edgemoor Infrastructure- Project No. 62180497 - Contract No. 62180497-1- Ordinance No. 180862

Follow Up Flag: Follow up
Flag Status: Flagged

Linda,

Yes, the correct amount is \$72,020,000.00

John Green

From: Biswell, Linda <Linda.Biswell@kcmo.org>
Sent: Wednesday, March 27, 2019 3:42 PM
To: Green, John <John.Green@kcmo.org>; Beaufort, Galen <galen.beaufort@kcmo.org>
Cc: O'Neill, Fred <Fred.ONeill@kcmo.org>; Clevenger, Eric <Eric.Clevenger@kcmo.org>; Danielsen, Theresa <Theresa.Danielsen@kcmo.org>
Subject: Edgemoor Infrastructure- Project No. 62180497 - Contract No. 62180497-1- Ordinance No. 180862

Hello-

Per Ordinance No. 180862- Section 6. We have appropriated \$48,820,000.00 to project 62180497; In Section 7. There is an addition amount of \$23,200,000.00 these funds were previously appropriated in Ordinance No. 180058 - Section No. 5. The total amount appropriated to project 62180497 is **\$72,020,000.00**.

The KCI Airport Terminal Modernization Project Development Agreement between City of Kansas City and Edgemoor Infrastructure & Real Estate II LLC
Has two (2) different amounts for Maximum Compensation

Page 36 Section 10.1 has **\$70,002,000.00**

Page 64 in Certificate of Availability of Funds the amount is **\$72,002,000.00**

We believe the correct amount per the two (2) Ordinances referenced above and the amount appropriated to AL-8560-627270-B-611060-62180497 is **\$72,020,000.00**.

Please verify this amount is correct by responding to this email.

We are still waiting on the documents listed below.


1. Certificate of Insurance
2. Notarized- Employee Eligibility Verification Affidavit. I attached a form to this email.
3. E-Verify online registration <https://www.e-verify.gov/employers/enrolling-in-e-verify/the-enrollment-process>

We cannot complete the processing until we have received all the requested information.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DEVELOPER:

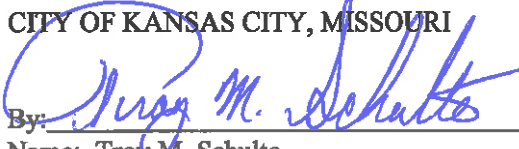
EDGEMOOR INFRASTRUCTURE &
REAL ESTATE II LLC

By: 
Name: C. Neal Fleming, Jr.
Title: Manager

By: 
Name: Geoffrey Stricker
Title: Manager

CITY:

CITY OF KANSAS CITY, MISSOURI

By: 
Name: Troy M. Schulte
Title: City Manager

CERTIFICATE OF AVAILABILITY OF FUNDS *esc*

I hereby certify that there is a balance in the amount of ~~\$72,002,000~~ ^{70,003,000}, which is equal to the initial maximum compensation cap stated in the above-described Development Agreement, in the current fiscal year budget, 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 amount of ~~\$72,002,000~~ ^{70,003,000} in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the current fiscal year obligation hereby incurred. *esc*

For By: 
Name: Randall L. Landes
Title: Director of Finance

APPROVED AS TO FORM:

By: 
Name: Galen P. Beaufort
Title: Senior Associate City Attorney

SCHEDULE 1

ABBREVIATIONS AND DEFINITIONS

1. ABBREVIATIONS

The following abbreviations, when used in the Contract Documents, represent the full text shown:

AAA	American Arbitration Association
ADA	Americans with Disabilities Act
CCIP	Contractor Controlled Insurance Program
CBP	U.S. Customs and Border Protection
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FF&E	Furniture, Fixtures and Equipment
GMP	Guaranteed Maximum Price
HASP	Health and Safety Plan
HRD	Human Relations Department of the City of Kansas City, Missouri
IFCD	Issued For Construction Documents
KCAD	Kansas City Aviation Department
OFAC	Office of Foreign Assets Control, US Department of the Treasury
ORAT	Operational Readiness and Transition
RFP	Request for Proposals
SBE	Small Business Enterprise
TSA	Transportation Security Administration

2. DEFINITIONS

The following capitalized terms, when used in the Contract Documents, have the meanings set forth below:

“Administrative Record” means all filings, motions, briefs, and orders related to a Dispute that is referred to the Dispute Resolution Panel, together with any exhibits attached to such documents or that may be admitted during a hearing of the Dispute Resolution Panel, and the recordings of any hearings held during the Dispute Resolution Procedures.

“Agent” means a Person affirmatively authorized by either Developer or the Owner to act on behalf of such principal with regard to certain enumerated duties or with plenary authority.

“Airline” means a signatory airline to the Airline Use and Lease Agreement.

“Airline Representative” means the individual selected by the Airlines to represent the Airlines’ interests and perform the Airlines’ obligations on the Steering Oversight Committee.

“Airline Use and Lease Agreement” means the Agreement entered into between Owner and Airlines setting forth the respective rights and obligations of the Owner and the Airlines with respect to use of the Airport.

“Airport”, **“KCI”** or **“MCI”** means the Kansas City International Airport, including the passenger transportation facilities, all user movement areas, areas leased exclusively or preferentially to

any third party or parties, common areas and baggage claim areas there in, and interconnecting hallways, concourses, and bridges, and any future improvements.

“Airport Activities” means all Airport commercial activities, the core Airport operations of processing and transporting passengers and baggage, and any other traditional airport functions provided or served by the Owner.

“Allowable Uses” has the meaning given in Section 4.10.1.

“Annual Wage Order” means the prevailing wage rates, fringe benefits and classifications established pursuant to the Prevailing Wage Law as such rates and classifications may be amended from time to time. A copy of the Annual Wage Order as of the Effective Date is attached as Appendix 2-B.

“Application for Final Payment” means the final Progress Payment Application submitted by Developer upon have achieved Final Completion.

“Architect” means Skidmore, Owings & Merrill LLP.

“Architect of Record” or **“AOR”** means the architect or architectural firm licensed in the State whose name appears on a building permit issued for the Project.

“Authorized Representative” has the meaning given in Appendix 8.

“B2GNow” has the meaning given in Section 8.5.4.

“Bonds” means the fixed income security(ies) to be issued by the Kansas City Industrial Development Authority to finance the Project.

“Bond Trustee” means the financial institution listed or otherwise designated to act as trustee or agent with respect to the Bonds.

“Business Day” means any weekday except any weekday, except the following: (1) New Year’s Day, January 1, (2) Martin Luther King’s Birthday observance, the third Monday in January, (3) George Washington’s Birthday observance, the third Monday in February, (4) Memorial Day, the last Monday in May, (5) Independence Day, July 4, (6) Labor Day, the first Monday in September, (7) Armistice Day, November 11, (8) Thanksgiving Day, the fourth Thursday in November, (9) Day after Thanksgiving Day, and (10) Christmas Day, December 25. When one of the above holidays occurs on a Saturday, the preceding Friday shall not be considered to be a Business Day. If one of the above holidays occurs on a Sunday, the following Monday shall not be considered a Business Day. A Business Day shall be deemed to conclude at 11:59 p.m., Central Time.

“Certificate of Occupancy” means a certificate issued pursuant to the KCBC, certifying that a building or structure has met all applicable building code standards and requirements under the KCBC.

“Certificate of Final Completion” has the meaning given in Section 7.5.1.1.

“Certificate of Substantial Completion” has the meaning given in Section 7.4.1.1.

“Change Directive” has the meaning given in Section 6.1.3.

“Change in Law” means (a) the adoption of any federal, State or local Law at any point after the Effective Date, or (b) any change in any federal, State or local Law or in the interpretation or application

thereof by any federal, State or local Governmental Authority, as applicable, after the Effective Date, in each case that is materially inconsistent with Laws in effect on the Effective Date.

“Change of Control” means any Equity Transfer, transfer of an interest, direct or indirect, in an Equity Member, or other assignment, sale, financing, grant of security interest, hypothecation, conveyance, transfer of interest or transaction of any type or description that in each case, results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Developer or a material aspect of its business. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

(a) An upstream reorganization or transfer of indirect interests in Developer so long as there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of Developer; or

(b) An Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer.

“Change Order” means a change in the Project scope, schedule or budget as approved by Developer and the Owner, pursuant to Section 6.1.

“Change Request” has the meaning given in Section 6.1.2.1.

“City” means the City of Kansas City, Missouri.

“City Council” means the City Council of Kansas City, Missouri.

“Claim” means a written demand submitted by Developer pursuant to the Contract Documents, which is or potentially could be disputed by the Owner, for a time extension, payment of money or damages or other relief from the Owner to Developer, and includes any Relief Event Claim. Claim also means a written demand submitted by the Owner pursuant to the Contract Documents, which is or potentially could be disputed by Developer, for payment of money or damages from Developer to the Owner.

“Compensation Cap” has the meaning given in Section 10.1.

“Consent Agreement” has the meaning given in Section 2.2.3.5.

“Construction Documents” means the drawings, plans and specifications required for construction of the Project and “Construction Document” means any of them.

“Construction Services” means any compensated work or service performed by a person or entity that provides any service (ex, labor, equipment, materials, or the like, directly or indirectly, to the Design-Builder or any subcontractor (of all tiers) to the Design-Builder, including but not limited to any laborer, material supplier, tradesmen, journeyman, craftsman, equipment supplier, surveyor, or landscaper, more particularly described in Appendix 2-A-1.

“Contract” means any agreement, and any supplement or amendment thereto, by Developer with any other Person, Contractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Contractor and its lower tier Contractor or a Supplier and its lower tier Supplier, at all tiers.

“Contract Documents” means the Agreement, the Project specifications, including all Appendices and exhibits to the Agreement and all technical requirements, and Construction Documents, including all amendments to the foregoing.

“Contractor” means any Person with whom Developer has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Project, on behalf of Developer, and any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

“Contractor-Controlled Insurance Program” or **“CCIP”** means the insurance coverage identified in Article 11 and Appendix 6 to be procured and maintained by Developer.

“Critical Path” means the series of logically linked construction activities that connect the Project’s start (or the date of the current schedule update, if later) to the Project’s Substantial Completion with zero positive float, such that any delay to an activity on the Critical Path would delay Project Substantial Completion by the same number of days, unless otherwise mitigated.

“Davis-Bacon Act” has the meaning given in Section 8.9.2.1.

“Delivery” has the meaning given in Section 2.3.

“Design-Builder” means the Clark/Weitz/Clarkson, A Joint Venture. A joint venture of Clark Construction Group, LLC; The Weitz Company, LLC; and Clarkson Construction Company, LLC.

“Design Documents” means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the design of the Project. Design Documents include the approved Construction Documents.

“Design Package” has the meaning given in Section 4.5.6.1.

“Developer” means Edgemoor Infrastructure & Real Estate II LLC, a limited liability company organized under the laws of Maryland, and its permitted successors and assigns.

“Developer Assumed Hazardous Materials Obligations” has the meaning set forth in Section 5.5.

“Developer Change Proposal” means a written proposal submitted by Developer pursuant to Section 6.2.

“Developer Contingency” has the meaning given in Appendix 1-B.

“Developer Default” has the meaning given in Section 13.1.1.

“Developer’s Interest” means all right, title, interest and property, of Developer in, to, under or derived from the Contract Documents, , including Developer’s right, title and/or interest in and to the Contracts, Submittals, Claims and Intellectual Property.

“Developer’s Representative” means the individual in charge of the Project on behalf of Developer, acting directly or through Developer’s Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.

“Deviation” has the meaning given in Section 6.3.

“Differing Site Conditions” means subsurface or latent physical conditions within the boundaries of the Site that differ, or are not reasonably inferable, from those described in the Geotechnical Baseline Conditions.

“Direct Costs” has the meaning given in Appendix 1-A.

“Director of Aviation” means the person appointed by the city manager of Kansas City, Missouri responsible for leading KCAD.

“Dispute” means any dispute, disagreement or controversy between the Owner and Developer concerning their respective rights and obligations under the Contract Documents, including concerning any Claim, alleged breach or failure to perform and remedies.

“Dispute Resolution Panel” means a panel constituted in accordance with Appendix 4.

“Dispute Resolution” means the process for resolving Disputes set forth in Appendix 4.

“Dispute Resolution Procedures” means the procedures for resolving Disputes set forth in Appendix 4.

“Early Termination Date” means the effective date of termination of this Agreement for any reason prior to the expiration of the Term.

“Effective Date” means the date this Agreement is fully executed.

“Engineer(s) of Record” or **“EOR”** means one or more professional engineers or engineering firms registered in the State of Missouri that develops the criteria and concept for the Project, performs the analysis, and is responsible for preparing the Design Documents related to MEP and structural design.

“Environmental Law” means (a) any Law applicable to the Project or the Work regulating or imposing liability or standards of conduct that pertains to the environment, Hazardous Materials, contamination of any type whatsoever, or health and safety matters, and (b) any requirements and standards that pertain to the protection of the environment, or to the management of Hazardous Materials, contamination of any type whatsoever, or health and safety matters with respect to Hazardous Materials, set forth in any agreements, permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Project or the Work, as each of the foregoing have been or are amended, supplemented or replaced from time to time (including any present and future amendments thereto and reauthorizations thereof), including those relating to:

(c) The manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation and transportation of Hazardous Materials;

(d) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;

(e) Releases of Hazardous Materials;

(f) Protection of wildlife, endangered, threatened, and sensitive species, wetlands, water courses and water bodies, cultural, historical, archeological, and paleontological resources and natural resources;

(g) The operation and closure of underground or aboveground storage tanks;

(h) Health and safety of employees and other persons with respect to Hazardous Materials;
and

(i) Notification, documentation and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following (all as amended):

(i) The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.);

(ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.) and associated Superfund Amendments and Reauthorization Act (42 U.S.C. §§ 9601 et seq.);

(iii) iii. The Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.);

(iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.);

(v) The Clean Air Act (42 U.S.C. §§ 7401 et seq.);

(vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 et seq.);

(vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.);

(viii) The Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §§ 6924 et seq.);

(ix) The Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.);

(x) The Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.);

(xi) Section 404 of the Clean Water Act (33 U.S.C. § 1344);

(xii) The Oil Pollution Act (33 U.S.C. §§ 2701, et. seq.);

(xiii) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.);

(xiv) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 et seq.);

(xv) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.);

- (xvi) The Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.);
- (xvii) The Endangered Species Act (16 U.S.C. §§ 1531 et seq.); and
- (xviii) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 et seq.).

“Environmental Management Plan” means the plan prepared by the Design-Builder and approved by Developer.

“Equity Member” means any Person with a direct equity interest in Developer.

“Equity Transfer” means any assignment, mortgage, encumbrance, conveyance, sale, or other transfer of equity interest in Developer.

“Escalation Contingency” has the meaning given in Appendix 1-B.

“FAA” means the Federal Aviation Administration and any successor agency thereto.

“Final Completion” means the occurrence of all the events and satisfaction of all the conditions set forth in Section 7.5, as and when confirmed by the Owner’s issuance of a certificate in accordance with Section 7.5.

“Final Completion Date” means the date upon which Developer achieves Final Completion.

“Final Completion Deadline” means the date by which Developer must achieve Final Completion, which is 90 days after the Substantial Completion Date.

“Final Completion Review Period” has the meaning given in Section 7.5.1.1.

“Final GMP” has the meaning given in Section 10.2.5.

“Final Project Program” has the meaning given in Section 4.5.5.

“First Source Program” has the meaning given in Section 8.5.3.1.

“Force Majeure Event” means the occurrence of any of the following events that materially and adversely affects performance of Developer’s obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts, by Developer and/or its Agents: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Work, in each case occurring within the State of Missouri; (b) any act of riot, insurrection, civil commotion or sabotage at the Airport that causes direct physical damage to the Work; (c) nuclear explosion, radioactive or chemical contamination of the Site, unless the source of the explosion, contamination or radiation is caused by Developer and/or its Agents; (d) fire, explosion, floods caused by natural events, tornadoes, sinkholes caused by natural events or landslides caused by natural events; (e) earthquake; (f) an act of terrorism; (g) natural events, including hurricanes and tsunamis, that limit availability of materials or labor for the Project; (h) inability to obtain Owner specified materials or reasonably acceptable substitutes therefor; (i) the failure of any utility company to provide and maintain required utilities to the Project, if not provided by other means; (j) unusually severe weather conditions; (k) any emergency declared by the Governor of the State or the City mayor with respect to the matters contemplated above;

or (l) labor strike or strife not occurring at the site, but only if affecting the availability of critical manufactured materials for which there are no reasonable alternatives or options available.

“Geotechnical Baseline Conditions” has the meaning given in Appendix 1-F.

“GMP” or **“Guaranteed Maximum Price”** means the mutually agreed upon target budget ceiling by Owner, Developer and the Airlines for the final cost of the Project scope that is depicted in the Preliminary Project Program and its subsequent iterations and, as they are made part of this Agreement, its subsequent iterations, which final cost is guaranteed by Developer and which is the maximum amount to be paid by the Owner to Developer for performance of the Work.

“Good Industry Practice” means the exercise of the standard of care and degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor who engages in the same type of undertaking in the United States under similar circumstances and conditions, and who seeks in good faith to comply with its contractual obligations, complying with all applicable Law and Governmental Approvals, and using accepted standards and criteria with respect to design, construction, and Hazardous Materials and waste materials management normally used on similar projects.

“Governmental Approval” means any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them, provided by Governmental Authorities including State, local, or federal regulatory agencies, agents, or employees, that authorize or pertain to the Project or the Work.

“Governmental Authority” means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Owner.

“Hazardous Materials” means any element, chemical, compound, mixture, material or substance, whether solid, liquid or gaseous, which at any time is present in sufficient concentration such that it is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or conditions (including mold and other mycotoxins, fungi or fecal material) which may create any unsafe or hazardous condition or pose any threat or harm to the environment or human health and safety. “Hazardous Materials” includes:

(j) Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances, ignitable, corrosive and reactive substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of “hazardous substance”, “hazardous waste”, “hazardous material”, “extremely hazardous waste”, “acutely hazardous waste”, “radioactive waste”, “radioactive materials”, “bio hazardous waste”, “pollutant”, “toxic pollutant”, “contaminant”, “restricted hazardous waste”, “infectious waste”, “toxic substance”, “toxic waste”, “toxic material”, or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, “TCLP” toxicity” or “EP toxicity” or words of similar import under any applicable Environmental Laws);

(k) Any petroleum product, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;

(l) Any solvent, solvent waste, including any refined solvent product, and any waste solvent or waste solvent byproduct, including any additive, byproduct or fraction of any of the foregoing;

(m) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;

(n) Any flammable substances or explosives;

(o) Any radioactive materials;

(p) Any asbestos or asbestos containing materials;

(q) Silica;

(r) Any lead, cadmium, or lead based paint or any other heavy metal based paint or material, or any metal listed in or regulated by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.);

(s) Any radon or radon gas;

(t) Any methane gas or similar or regulated gaseous materials;

(u) Any urea formaldehyde foam insulation;

(v) Electrical equipment and components which contain any oil or dielectric fluid containing polychlorinated biphenyls;

(w) Pesticides, herbicides or fungicides;

(x) Any other chemical, material, substance or pollution, exposure to which is prohibited, limited or regulated by any Governmental Authority or which may or could pose a hazard to the health and safety of the owners, operators, Users or any Persons in the vicinity of the Project or to the indoor or outdoor environment; and

(y) Soil, or surface water or groundwater, containing any of the Hazardous Materials as defined above.

“Health and Safety Plan” means the plan prepared by the Design-Builder and approved by Developer.

“Indemnify” means indemnify, protect, defend and hold harmless.

“Indemnified Parties” means the City and its respective successors, assignees of the Agreement, agencies, divisions, officeholders, elected officials, officers, directors, commissioners, agents, representatives, consultants and employees.

“Intellectual Property” means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by Defend Trade Secrets Act 18 U.S.C. § 1839(3)), designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project or Project design data.

Intellectual Property includes software used in connection with the Project and software source code. Intellectual Property is distinguished from physical embodiment of, and documentation disclosing, Intellectual Property.

“IP Materials” means, with respect to Intellectual Property, software, source code and other physical and electronic documentation related to the Intellectual Property, and includes all relevant commentary, explanations and instructions to compile source code, and all modifications, additions or substitutions made to such source code.

“Issued for Construction Documents” has the meaning given in Section 4.5.5.

“KCBC” means the Kansas City Building Code, Sec. 18-1 et seq. of the City’s Code of Ordinances, as amended, supplemented or replaced from time to time.

“Key Contract” means Developer’s contract with Clark-Weitz-Clarkson and Clark-Weitz-Clarkson’s contract with the Architect.

“Key Contractor” means the Design-Builder and the Architect.

“Key Personnel” means the individuals identified in Appendix 1-D, or subsequently designated by Developer, to fill the following positions, or any successor individuals approved by the Owner:

- (z) Project Executive;
- (aa) Construction Manager;
- (bb) Architect of Record;
- (cc) Lead Project Structural Engineer of Record;
- (dd) Lead Project Mechanical Engineer of Record;
- (ee) Quality Manager;
- (ff) Design Quality Manager; and
- (gg) Construction Quality Manager.

“Late Payment Rate” means 2% per month (not compounded) or the maximum rate permitted by law, whichever is less.

“Law” or **“Laws”** means any statute, law, code, regulation, ordinance, by-law, rule, common law, judgment, judicial, administrative or executive order, decree, directive, or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision or determination by, or any administration of any of the foregoing by, any Governmental Authority, which is applicable to or has an impact on the Project or the Work, whether taking effect before or after the Effective Date, including Environmental Laws, FAA grant assurances and the Airport’s operating certificate, but excluding Governmental Approvals.

“Lead Project Mechanical Engineer of Record” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“Lead Project Structural Engineer of Record” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“LEED” means Leadership in Energy and Environmental Design, a green building certification program administered by the Green Building Certification Institute that recognizes best-in-class building strategies and practices.

“Losses” means any actual loss, damage, injury, cost, response cost, expense (including attorneys’, accountants’ and expert witnesses’ fees and expenses, including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement), fee, charge, judgment, penalty, fine, non-contingent obligation, or non-contingent liability.

“Material Change” has the meaning given in Section 4.5.6.5.

“Minority/Women Business Enterprise” or **“M/WBE”** means an entity certified as such by the City Human Relations Department.

“Minority Business Enterprise” or **“MBE”** has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City’s Code of Ordinances.

“Missouri Sunshine Law” means Mo. Rev. Stat. §610.010, et seq., as amended, supplemented or replaced from time to time.

“Move-In Contractor” means the Person hired by the City to coordinate transition and readiness operations on behalf of the City prior to Substantial Completion.

“MOU” means that certain Memorandum of Understanding dated February 9, 2018 entered into between the City and Developer.

“myLCM” means HRD’s internet-based prevailing wage reporting system and its protocols.

“Notice of Termination for Convenience” means written notice issued by the Owner to Developer terminating the Agreement for convenience under Section 14.1.1.

“Notice to Proceed” or **“NTP”** means the written notice issued by the Owner to Developer authorizing Developer to proceed with the Work.

“Oversight” means monitoring, inspecting, sampling, measuring, auditing, attending, observing, testing, investigating and the like respecting any part or aspect of the Work, including all the activities described in Article 7.

“Owner” means the City of Kansas City, a municipal corporation of the State of Missouri, through and on behalf of its Department of Aviation, in its capacity as owner of the Project and any entity succeeding to the powers, authorities and responsibilities of the Owner invoked by or under the Contract Documents.

“Owner Change” means a change in the Project scope or specifications requested or required by the Owner.

“Owner Default” has the meaning given in Section 13.3.1.

“Owner-Caused Delays” means delays directly attributable to the following matters and no others, but only to the extent that the delays cannot be avoided by the Owner and are not due to the negligence, willful misconduct, breach of contract or violation of Law or Governmental Approval by Developer:

(hh) Failure of the Owner to issue:

(i) the NTP within fifteen (15) days after Developer satisfies the requirements in Section 2.2.3;

(ii) A Certificate of Substantial Completion or to notify Developer in writing of the reasons why Substantial Completion has not been achieved;

(ii) Failure or inability of the Owner to provide to Developer a non-exclusive right of entry to the Project Site pursuant to Section 5.1.1;

(jj) Failure of the Owner to provide responses to proposed schedules, plans, Design Documents, and other Submittals and matters for which a response is required as an express prerequisite to Developer’s right to proceed or act, within the time periods (if any) indicated in the Contract Documents, or if no time period is indicated, within a reasonable time, taking into consideration (a) the nature, importance, complexity, completeness and quality of the Submittal or matter and (b) the number of Submittals then pending for the Owner’s response, following delivery of written notice from Developer requesting such action in accordance with the terms and requirements of the Contract Documents;

(kk) Suspension of Work issued by the Owner pursuant to Section 13.2.5, to the extent that such suspension was not justified;

(ll) Owner’s request for a rejection of a subcontractor bid award pursuant to Section 4.6, if such rejection is demonstrated by Critical Path analysis to delay the Work;

(mm) Request by the Owner to remove or uncover portions of finished Work pursuant to Section 7.3 under the Agreement, to the extent the Work and materials thus exposed are determined to be in accordance with the requirements of the Contract Documents; and

(nn) The Owner’s taking control and possession of the Project pursuant to Section 13.2.3 on the basis of a mistaken belief in the occurrence of a Developer Default; and

(oo) City’s wrongful refusal to execute a Change Order or issue a Change Directive to compensate Developer for a City act or omission that materially expands the Work or materially interferes with, delays, or increases the cost of performing the Work.

“Owner Contingency” means funds to be used at the sole discretion of the Owner.

“Owner Submittal Review Period” has the meaning given in Section 5.3.2.

“Owner’s Costs” means:

(pp) The reasonably required costs of any assistance, action, activity or Work undertaken by the Owner that Developer is liable for or is obligated to reimburse the Owner for under the terms of the Contract Documents, including the charges of third-party contractors and reasonably allocated wages,

salaries, compensation and overhead of the Owner staff and employees performing such action, activity or Work; plus

(qq) Reasonably required out-of-pocket costs the Owner incurs to procure any such third-party contractors; plus

(rr) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of the City Attorney's Office), financial advisors, engineers, architects, insurance brokers and advisors, investigators, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Work, including in connection with defending claims by and resolving disputes with third-party contractors.

"Owner's Environmental Obligations" has the meaning given in Section 5.5.

"Owner's Representative" means the individual in charge of the Project on behalf of the Owner, acting directly or through Owner's Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.

"Owner's Review Period" has the meaning given in Section 4.5.6.1.

"Panel Decision" has the meaning given in Section 6(a) of Appendix 4.

"Party" means Developer or the Owner, as the context may require, and "Parties" means Developer and the Owner, collectively.

"Payment Bond" means a payment bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.2.

"Performance Bond" means the performance bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.1.

"Plans" has the meaning given in Section 4.2.

"Person" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Authority.

"Preliminary Building Permits" has the meaning given in Section 4.5.6.6.

"Preliminary Project Program" has the meaning given in Recital E.

"Prevailing Wage" has the meaning given in Section 8.9.2.1.

"Prevailing Wage Law" has the meaning given in Section 8.9.2.1.

"Product Data" has the meaning given in Section 5.3.1.1.

"Professional Services" means any work or service performed by a person or entity that provides any service or labor, directly or indirectly, to Developer, the Design-Builder, or any subcontractor (of all tiers) to the Design-Builder, which requires and which involves the application of any specialized knowledge, expertise, training, education, experience or license, including but not limited to a financial advisor, accountant, architect, engineer, lawyer, electrician, consultant, designer,

community outreach specialist, surveyor, public relations specialist, and the like, more particularly described in Appendix 2-A-2.

“Progress Payment Application” has the meaning given in Section 10.3.3.

“Progress Payments” has the meaning given in Section 10.3.1; and **“Progress Payment”** means any of them.

“Project” means the terminal modernization project.

“Project Contingency” has the meaning given in Appendix 1-B.

“Project Executive” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“Project Management Committee” means the committee established to provide Project management guidance to Owner, comprising one representative each of Developer, Owner and Airlines. The Project Management Committee’s responsibilities include guiding the design process, developing and approving Project design, reviewing and approving construction drawings, and developing the Project budget; and overseeing execution and administration of the Project, including managing and recommending changes.

“Project Management Committee Member” means an individual selected by each of the Owner, Developer, and Airlines to represent such party’s interests on the Project Management Committee.

“Project Management Plan” means the project management plan developed by the Design-Builder and approved by Developer.

“Project Records” has the meaning given in Section 15.1.

“Project Schedule” means the logic-based Critical Path schedule for all Work, as such schedule is prepared, revised, updated and submitted by Developer, and accepted by the Owner, in accordance with the Contract Documents.

“Punch List” means an itemized list of Work that remains to be completed within 90 days after Substantial Completion has been achieved, the existence, correction and completion of which will have no material or adverse effect on the normal, uninterrupted and safe use and operation of the Project.

“Quality Management Plan” means the plan developed by the Design-Builder and approved by Developer for quality assurance and quality control of the Work.

“Quality Manager” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“Readily Available Funds” means the (i) certification by the City’s Director of Finance of funds available to fulfill the City’s obligations under this Agreement (as the same may be amended from time to time), and (ii) the City’s implementation of a commercially reasonable plan to fund or finance payment for the Work and all obligations under this Agreement.

“Relief Event” means any of the following events, subject to other limitations and requirements that may be set forth in the Agreement for such events:

(ss) Force Majeure;

(tt) omitted;

(uu) Owner Change;

(vv) The Owner’s failure to perform or observe any of its material covenants, or obligations under the Agreement or other Contract Documents;

(ww) Owner-Caused Delays;

(xx) Differing Site Conditions;

(yy) Discovery of archaeological, paleontological or cultural resources at or on the Site;

(zz) Discovery at or on the Site of threatened or endangered species under the federal or State endangered species act;

(aaa) Issuance of a temporary restraining order or other form of injunction or legal order by a court that prohibits prosecution of any portion of the Work as a direct result of an act or omission of the City;

(bbb) Change in Law;

(ccc) Increased cost of or delay to the Work resulting from the Owner’s election to apply for or accept federal or State funds for all or part of the Project;

(ddd) Discovery of Hazardous Materials, or release of Hazardous Materials by a party other than Developer, but only to the extent such discovery or release (i) occurs after the Effective Date; or (ii) renders use of the Site unsafe or in breach of applicable Law absent assessment, containment and/or remediation;

(eee) Delays in receipt of required Government Approvals, but only to the extent not caused by Developer’s delay, inaction or other failure to perform its obligations pursuant to this Agreement;

(fff) Issuance of a rule, order or directive from the U.S. Department of Homeland Security, TSA, CBP, FAA or any other Governmental Authority to the extent such rule, order or directive requires specific changes in Developer’s normal design or construction procedures in order to comply; and

Notwithstanding the foregoing, a Relief Event excludes any event or circumstance to the extent caused by the negligence, willful misconduct, or breach of applicable Law or contract by Developer.

“Relief Event Claim” has the meaning given in Section 9.2.4.

“Relief Event Notice” has the meaning given in Section 9.2.1.

“Resource Documents” means the collection of information, data, documents and other materials that the Owner has provided to Developer for general or reference information only and without

any warranty as to their accuracy, completeness or fitness for any particular purpose, all as set forth in Appendix 9. The Resource Documents are not Contract Documents.

“Revised Design and Reference Documents” has the meaning given in Section 4.5.3.

“Revised GMP” has the meaning given in Section 10.2.4.

“Revised Project Program” has the meaning given in Section 4.5.3.

“Safety Compliance” means any and all improvements, repair, reconstruction, rehabilitation, replacement and changes in configuration or procedures respecting the Project to correct a specific safety condition of the Project that the Owner or a Governmental Authority has reasonably determined to exist by investigation or analysis, if the condition exists despite compliance with Safety Standards.

“Safety Compliance Order” means a written order or directive from the Owner to Developer to implement Safety Compliance.

“Safety Standards” means those provisions of the Contract Documents the Owner considers, in its good faith discretion, to be necessary measures to protect public safety or worker safety.

“Samples” has the meaning given in Section 5.3.1.1.

“Schedule of Values” means the design and construction schedule of values incorporated into the Preliminary Project Program, attached as Appendix 1-A, which allocates values for the various components of the Work by area and building component.

“Scheduled Substantial Completion Date” means the date shown on the Project Schedule for achieving Substantial Completion of the Project, as such date may be adjusted from time to time in accordance with the Contract Documents.

“Shop Drawings” has the meaning given in Section 5.3.1.1.

“Site” means the real property (which term is inclusive of all estates, easements, leases and other interests in real property, whether temporary or permanent), improvements and fixtures upon which the Project will be constructed, as depicted in Appendix 1-E. The term includes all air space within the applicable vertical limits and all surface rights within the applicable horizontal limits, but excludes all other airspace.

“State” means the State of Missouri.

“Steering Oversight Committee” means the Director of Aviation and the Airline Representative.

“Submittal” means Shop Drawings, Samples and Product Data, or any document, work product or other written or electronic end product or item required under the Contract Documents to be delivered or submitted by Developer to the Owner.

“Substantial Completion” means the occurrence of all events and satisfaction of all conditions set forth in Section 7.4, as and when confirmed by the issuance of a Certificate of Substantial Completion in accordance with Section 7.4.

“Substantial Completion Conditions” has the meaning given in Section 7.4.

“Substantial Completion Date” means the date upon which Developer achieves Substantial Completion.

“Substantial Completion Review Period” has the meaning given in Section 7.4.

“Supplier” means any Person not performing Work at or on the Site that supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to Developer or to any Contractor in connection with the performance of the Work. Persons who merely transport or deliver materials, parts or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.

“Surety” means any surety company or insurance company that meets the requirements of Sections 11.2.1 and 11.2.2 and issues any Payment Bond or Performance Bond.

“System” means a building system or a utility.

“Tax” or **“Taxes”** means federal, State, local or foreign income, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental, customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work or act, business, status or transaction of Developer, including any interest, penalty or addition thereto, in all cases whether disputed or undisputed.

“Term” means the period commencing on the Effective Date and ending on the Termination Date.

“Termination by Court Ruling” has the meaning given in Section 14.3.2.

“Termination for Failure to Finance” has the meaning given in Section 14.3.3.

“Termination Date” means: (a) means the date when a final Certificate of Occupancy has been issued for the Project and all Punch List items have been completed; or (b) if applicable, the Early Termination Date.

“Termination for Convenience” has the meaning given in Section 14.1.1.

“Threshold Issues” means any issues that materially affect Airline operations, Project Schedule, or Project scope, or that affect the payments required of the Airlines under the Airline Use and Lease Agreement.

“Third-Party” means a Person other than the Owner, the Developer, or their respective Agents or Contractors.

“Third-Party Claim” means a Claim asserted by a person other than the Owner, the Owner Indemnified Parties, Developer, the Design-Builder and their respective subcontractors.

“Third-Party Intellectual Property” has the meaning given in Section 4.10.2.

“Transportation Security Administration” or **“TSA”** means the agency of the U.S. Department of Homeland Security responsible for airport passenger screening and security, and any successor agency.

“User(s)” means any user of the Airport, including (a) members of the general public, (b) members of the traveling public, (c) the Owner, (d) TSA, (e) FAA, (f) CBP (g) the Airlines, (h) employees, contractors and/or service providers, as applicable, of any User identified in clauses (c) through (g) of this definition of “User,” (i) any security and emergency personnel using the Airport, and (j) any other Person who can be reasonably be expected to use the Airport from time to time, but excluding Developer.

“Women Business Enterprise” or **“WBE”** has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City’s Code of Ordinances.

“Work” means all of the labor, services and obligations required to be furnished, performed, provided or discharged by Developer, its Agents, Contractors or subcontractors of any tier under the Contract Documents, including all administrative, design, engineering, construction, and payment to third parties.

APPENDIX 1-A

PRELIMINARY PROJECT PROGRAM

APPENDIX 1-B
GMP DEVELOPMENT MODEL

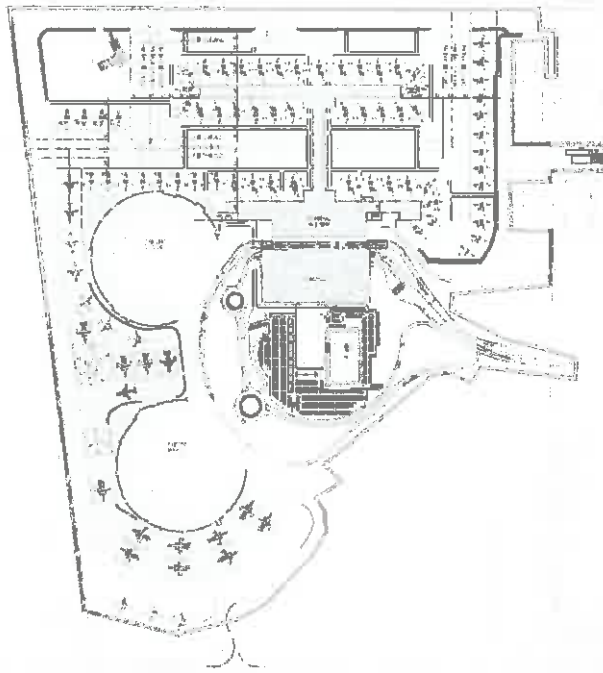
APPENDIX 1-C
DESIGN/BUILD AGREEMENT

APPENDIX 1-D
KEY CONTRACTORS AND KEY PERSONNEL

APPENDIX 1-E

SITE PLAN

(Added graphics) SITE LIMITS



— APPROXIMATE
SITE LIMITS

APPENDIX 1-F

GEOTECHNICAL BASELINE CONDITIONS

The documents listed below collectively constitute the Geotechnical Baseline Conditions:

1. Terracon - Transmittal Letter - Dated 4/20/2009
2. Terracon - Measurements of cord thicknesses - Dated 4/20/2009
3. Terracon - Aerial photographs indicating the locations of the cores - Dated 4/20/2009
4. Terracon - Transmittal Letter - Supplemental Geotechnical Report - Terminal B Bridges - Rome Circle - KCI - April 28, 2009
5. Terracon - Geotechnical Report - Terminal B Bridges/Obelisk and Gateway Signs - Rome Circle - KCI - April 20, 2009
6. PSI - Transmittal Letter - Geotechnical Engineer Services Report - Logistic Centre IV - September 22, 2014
7. PSI - Geotechnical Services Report - Logistic Centre IV - September 22, 2014
8. SK Design Group/TSi - Report of Subsurface Exploration and Geotechnical Engineering Evaluation - KCI - International Circle & Cookingham Drive Pavement Rehabilitation - June 12, 2017
9. SK Design Group/TSi - Report of Subsurface Exploration and Geotechnical Engineering Evaluation - KCI - Rome Circle Drive Pavement Rehabilitation - October 11, 2017
10. Parsons Brinckerhoff Quade and Douglas, Inc. - Geotechnical Report - Terminal A Parking Structure - October 1986
11. TSI Report of Subsurface Exploration and Geotechnical Engineering Evaluation, TSI Project Number 20182011, dated August 17, 2018
12. Olsson Associates, Limited Environmental Site Investigation (Olsson Project No. 018-0844) - April 2018
13. Olsson Associates, Supplemental Limited Environmental Site Investigation (Olsson Project No. 018-0844) - June 2018

APPENDIX 2-A
MBE/WBE PLAN

APPENDIX 2-B
ANNUAL WAGE ORDER

APPENDIX 2-C
HRD CONTRACTING FORMS

APPENDIX 4-E-1

INSTRUCTIONS FOR CONSTRUCTION CONTRACTS

APPENDIX 4-E-2

LETTER OF INTENT TO SUBCONTRACT

APPENDIX 4-E-3

TIMETABLE FOR MBE/WBE UTILIZATION

APPENDIX 4-E-4

**REQUEST FOR MODIFICATION OR SUBSTITUTION
FOR CITY CONTRACTS**

APPENDIX 4-E-5

**CONSTRUCTION CONTRACTOR EMPLOYEE
IDENTIFICATION REPORT**

APPENDIX 2-D

**CITY ORDINANCE RELATED TO CONSTRUCTION EMPLOYMENT
PROGRAM REQUIREMENTS**

APPENDIX 2-E

CITY ORDINANCE RELATED TO MBE/WBE REQUIREMENTS

APPENDIX 2-F

CITY ORDINANCE RELATED TO SLBE REQUIREMENTS

APPENDIX 4

DISPUTE RESOLUTION PROCEDURES

Subject to Section 16.1, all Disputes shall be subject to the Dispute Resolution Procedures.

For all Disputes, the Parties hereby agree to pursue resolution as follows:

1. **RESOLUTION BY AUTHORIZED REPRESENTATIVES**

- (a) The Parties' Authorized Representatives shall confer and otherwise use reasonable efforts to resolve any Dispute for a period of at least 15 Business Days (or such longer period as is mutually agreed by the Parties in writing).
- (b) If the Parties' Authorized Representatives resolve a Dispute, they shall memorialize the resolution by executing a written memorandum or similar document in a form to be prepared by the Owner (unless the Owner otherwise delegates such preparation to Developer, in which case Developer shall prepare such memorandum or document) setting out the details of such resolution, and such document, as agreed to by the Parties, shall be considered a binding settlement agreement.
- (c) If the Parties' Authorized Representatives are unable to resolve the Dispute within such 15 Business Day period (or such longer period as is mutually agreed by the Parties), either Party may refer the Dispute for resolution by the Steering Oversight Committee.
- (d) If the Steering Oversight Committee is unable to resolve the Dispute within 10 Business Days (or such longer period as is mutually agreed by the Parties in writing), either Party may refer the Dispute for resolution by the Dispute Resolution Panel.

2. **DISPUTE RESOLUTION PANEL**

- (a) The Dispute Resolution Panel shall consist of three individuals mutually appointed by the Parties who shall be and remain independent of the Parties, impartial and without any conflict of interest or any appearance of a conflict of interest. For the avoidance of all doubt, only Developer and the Owner shall have standing to appoint a Dispute Resolution panelist or to object to a proposed panelist, provided that an objection to such panelist shall be considered waived if not timely made.

If the three members of the Dispute Resolution Panel are not appointed by the date on which the first Dispute is referred for Dispute resolution, the Owner shall nominate a qualified person to serve on the Dispute Resolution Panel; the nominee is appointed if the Developer agrees. If the Developer objects to the Owner's nominee, the Developer shall nominate a qualified person to serve; that person shall be appointed if the Owner agrees. If the Owner objects, the Owner shall nominate a qualified person to serve on the Dispute Resolution Panel, and the process shall repeat itself until the Parties have agreed to three qualified persons to serve on the Dispute Resolution Panel.

If the above process does not result in the appointment of three qualified persons to serve on the Dispute Resolution Panel within 15 Business Days following the date on which the first Dispute is referred to the Dispute Resolution Panel, each Party shall appoint a panel

member from the other Party's list of nominees and those two panel members shall choose the third panel member, who shall serve as the Panel's chairperson.

- (b) Any person appointed pursuant to this Section 2(a) shall have not less than 10 years of experience on projects similar to the Project and expertise in relevant financial or commercial matters, and design and construction.
- (c) Subject to the following, the costs and expenses payable to the members of the Dispute Resolution Panel shall be borne as agreed by the Parties and, absent agreement, shared equally between the Parties. Responsibility for the fees of the members of the Dispute Resolution Panel incurred in connection with a Dispute referred to the panel shall be determined by the Dispute Resolution Panel and shall be aligned with the determination of the Dispute by the panel.
- (d) In the event of a Dispute Resolution Panel member's death, resignation, disqualification, inability, conflict of interest, refusal to act (including failure to comply with the dispute resolution process set forth below) or removal by agreement of the Parties, the Parties shall cause a new member of the panel to be appointed within 10 Business Days after such occurrence in accordance with the same procedures set forth above for the member being replaced. If the Parties do not agree as to whether a Dispute Resolution Panel member has or appears to have a conflict of interest, a separately appointed arbitrator appointed by the American Arbitration Association ("AAA") shall make such determination. For the avoidance of all doubt, only Developer and the Owner shall have standing to object to a person appointed pursuant to Section 2(a).

3. DISPUTE RESOLUTION PROCESS

- (a) If a Dispute remains unresolved following completion of the steps set forth in Section 1 above, either Party may refer the Dispute to the Dispute Resolution Panel by service of a notice of reference to the Dispute Resolution Panel by serving notice on the other Party. Such service of notice shall include:
 - i. An initial concise summary of the nature and background of the Dispute, of the facts relevant to the Dispute and of the issues to be decided;
 - ii. An initial statement of the relief (including any compensation) which the referring Party is seeking;
 - iii. Copies of correspondence, reports, and such other documents to which the Party wishes to refer or upon which to rely; and
 - iv. Any reasonable request for the Dispute Resolution Panel to consider, or not consider, such Dispute together with any other previously or simultaneously submitted Dispute.
- (b) A copy of such notice of reference shall also be served by the referring Party upon the Chairperson of the Dispute Resolution Panel. Each Party shall be entitled within 10 Business Days following the notice of reference, to deliver to the Dispute Resolution Panel:

- i. A concise summary of the nature and background of the Dispute, of the facts relevant to the Dispute and of the issues to be decided;
 - ii. If applicable, a statement of the relief (including any compensation) which such Party is seeking;
 - iii. Copies of correspondence, reports and such other documents to which the Party wishes to refer or upon which it relies; and
 - iv. A statement as to whether the Dispute should be considered with another Dispute.
- (c) Each Party shall promptly deliver such other information as the Dispute Resolution Panel may from time to time reasonably require for the purposes of resolving the Dispute.
- (d) Subject to the provisions of this Agreement and the further agreement of the Parties, Disputes shall be resolved pursuant to the AAA's Construction Industry Arbitration Rules and Mediation Procedures.
- (e) Unless the Dispute Resolution Panel decides otherwise, the Chairperson shall fix the date, time and place of any hearing (which shall be in Kansas City, Missouri) before the Dispute Resolution Panel, identify the Dispute(s) (or relevant parts thereof) to be considered at such hearing and shall require the attendance of the Parties. The Parties agree to make every effort to complete the hearing within 15 Business Days after referral of the Dispute to the Dispute Resolution Panel. If the hearing cannot be completed within such 15 Business Days, the Parties will schedule a scheduling conference with the Chairperson within such 15-Business Day period.
- (f) Each Party may appear before the Dispute Resolution Panel pro se or represented by counsel.
- (g) In determining any Dispute referred to it, the Dispute Resolution Panel shall act fairly and impartially as between the Parties, giving each Party a reasonable opportunity of presenting its case and responding to the case of the other Party, so as to provide a fair and expeditious means for determination of the Dispute.
- (h) No later than 15 Business Days after the hearing is completed, the Dispute Resolution Panel shall issue a written opinion determining the issues stated in the Dispute. The Dispute Resolution Panel may award damages pursuant to Missouri law, subject to any limitations expressly set forth in the Agreement. The written opinion shall state the facts, evidence and law the Dispute Resolution Panel relied upon to reach the determination made.
- (i) Absent the express direction of the Dispute Resolution Panel, the Dispute Resolution Panel's decision/opinion shall be considered "final" for all purposes, but still subject to judicial review in accord with each Party's right to seek judicial review in a court of competent jurisdiction.
- (j) Within 10 Business Days after being notified of a final decision of the Dispute Resolution Panel, either Party may perfect its right to seek judicial review of such decision (in whole

or in part), by providing written notice of that intent to the other of its intent to seek judicial review.

- (k) If a Dispute Resolution Panel fails to issue its written determination to the Parties within the 30 Business Days after the hearing, the Dispute Resolution Panel shall be deemed to have failed to reach a decision in the matter and it shall be deemed that the Parties have exhausted their remedies. In such case, either Party may refer the Dispute for court resolution. Any decision of the Dispute Resolution Panel notified to the Parties after the expiration of such 30-Business Day period shall be ineffective unless the Parties mutually agree otherwise in writing.
- (l) The Dispute Resolution Panel is responsible for maintaining the Administrative Record. Within 14 days after issuing its final report, the Dispute Resolution Panel shall prepare and certify the Administrative Record and create a listing of all documents, physical evidence, and recordings comprising the Administrative Record.

4. RECORDING

Hearings shall be recorded by electronic means. The Dispute Resolution Panel shall provide and maintain custody of the recording device. This recording shall be the official record of the hearing. Transcripts of such recordings may be made, but at the expense of the Party requesting a transcript. In addition to a recording, a Party may employ at its own expense a certified court reporter.

5. TREATMENT OF SETTLEMENT NEGOTIATIONS AND SETTLEMENT AGREEMENTS AND ADVISORY OPINIONS

Statements made by the Parties, including by the Parties' Authorized Representatives, during any meetings or in any communications related to efforts to resolve a Dispute pursuant to Section 1 above, and documents containing statements or opinions specifically prepared in connection with the same, shall be considered part of settlement negotiations, and any written request and supporting materials submitted to the Dispute Resolution Panel shall not be admissible as evidence in any proceeding between the Parties of any kind (including any subsequent referral to the Dispute Resolution Panel) without the mutual written consent of the Parties, provided that if a Party prepares demonstrative exhibits or summary exhibits of evidence or retains experts or other Persons employed in a professional capacity to provide expert opinions and/or reports, which opinions and/or reports are prepared for presentation to the Dispute Resolution Panel, the Party may submit or otherwise use such work product in any subsequent proceeding.

6. INTERIM DECISIONS

- (a) Once the Dispute Resolution Panel renders a final decision ("**Panel Decision**"), the Project will progress to Final Completion as though that Panel Decision were final and binding, however, if either Party objects through a written notice to the other Party and the Dispute Resolution Panel within ten (10) Business Days after the issuance of the Panel Decision, as much of the Panel Decision as is specifically objected to, may be submitted for final resolution through litigation that will provide a de novo review and decision.
- (b) Litigation to resolve any Dispute shall be commenced only after completion of the above-described formal dispute resolution process that shall be a condition precedent to the initiation of any such litigation.

7. DISSOLUTION OF THE DISPUTE RESOLUTION PANEL

The Dispute Resolution Panel may be dissolved on mutual written agreement between the Parties, provided that new Dispute Resolution Panel(s) may be constituted by the Parties at any time thereafter pursuant to this Appendix 4, in which case the provisions of this Appendix 4 shall apply as to its or their appointment, constitution and functioning (except in relation to the period of its or their appointment, which shall be decided in each case by the Parties).

APPENDIX 5

BOND FORMS

(Add)



PERFORMANCE BOND

Project Number _____

Project Title _____

KNOW ALL MEN BY THESE PRESENTS: That _____, as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Edgemoor Infrastructure & Real Estate II LLC (Developer), as obligee, in the penal sum of _____ and 00/100 Dollars (\$) _____ for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Project No. _____, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall indemnify, and hold harmless OWNER from all damages, including but not limited to, liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of _____, 20__.

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)

(Add)



PAYMENT BOND

Project Number _____

Project Title _____

KNOW ALL MEN BY THESE PRESENTS: That _____ as PRINCIPAL (CONTRACTOR), and _____, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Edgemoor Infrastructure & Real Estate II LLC (Developer), as obligee, in the penal sum of _____ and 00/100 Dollars (\$_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with CITY for Project No. __ - ____, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

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

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument the _____ day of _____, 20__.

CONTRACTOR

Name, address and facsimile number of Contractor

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

By: _____
Title: _____

SURETY

(Attach corporate seal if applicable)

Name, address and facsimile number of Surety:

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M.

Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and(4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: _____
Title: _____
Date: _____

(Attach seal and Power of Attorney)

APPENDIX 6

DEVELOPER-PROVIDED INSURANCE

1. Developer-Provided Insurance – General. Developer shall maintain or cause to be maintained the insurance as required by this Appendix 6 with insurance companies lawfully authorized to do business in Missouri until all obligations of Developer pursuant to this Agreement have been fully discharged. Prior to commencement of any Work, Developer shall provide evidence of the following insurance and annually thereafter until all obligations of Developer pursuant to this Agreement have been fully discharged and shall maintain or cause to be maintained the following insurance with insurance carriers that maintain an AM Best's rating of at least "A-VIII" or such carriers that are otherwise reasonably acceptable to Owner, and are lawfully authorized to do business in Missouri.

2. Developer Controlled Insurance Program. Developer must implement or cause to be implemented a Developer Controlled Insurance Program for on-site activities (excluding those activities agreed to by Owner and Developer) for this Project. Under this program Developer will centralize the purchase of insurance for activities of Developer, Design-Builder construction manager, all subcontractors and sub-subcontractors (excluding those activities agreed to by Owner and Developer) for work performed at or emanating from the Site. This consolidated purchasing of insurance is known as a Developer or Contractor Controlled Insurance Program ("CCIP") and shall include General Liability and Excess/Umbrella Liability coverage with the limits set forth below, and may also include Workers' Compensation coverage. Builder's Risk insurance coverage will be provided under a separate insurance program. Participation in the CCIP will be mandatory for all tiers of contractors and subcontractors unless specifically excluded in writing by Developer with approval from the Owner, which approval shall not be unreasonably withheld.

- 2.1 Worker's Compensation/Employer's Liability (if included within the CCIP). Developer shall provide and maintain or cause to be provided and maintained worker's compensation insurance as required by applicable Law where the Work is performed and employer's liability insurance with a limit of liability bodily injury by accident of One Million Dollars (\$1,000,000) for each accident or bodily injury by disease for each employee.
- 2.2 Commercial General Liability. Developer shall provide and maintain or cause to be provided and maintained commercial general liability insurance or its equivalent, written on an occurrence form basis, with primary coverage limits of not less than Two Million Dollars (\$2,000,000) for bodily injury and/or property damage per occurrence with an annual aggregate of Four Million Dollars (\$4,000,000) including broad form contractual liability, broad form property damage, independent Developers, explosion, collapse and underground, personal injury, and products and completed operations insurance.
- 2.3 Excess or Umbrella Liability. Developer shall provide and maintain or cause to be provided and maintained excess or umbrella liability insurance providing excess coverage on a "following form" basis and shall provide coverage in excess of the primary commercial general liability, employer's liability, and commercial liability limits, with a minimum limit of Two-Hundred Fifty Million Dollars (\$250,000,000) for bodily injury and property damage per occurrence and in the aggregate. The Excess Liability policy does not apply to Automobile Liability insurance.
- 2.4 Requirements of Developer's Insurance. Deductibles or self-insured retentions shall be maintained in accordance with Developer's business practice and be reasonably

acceptable to Owner. Developer shall name Owner and any other parties reasonably requested by Owner as additional insureds, as their respective interests shall appear, under the commercial auto liability policy, commercial general liability policy, Developer's pollution liability policy, and umbrella/excess liability policy. The general liability policy will, utilize ISO additional insured endorsement CG2010 or a substitute providing equivalent coverage. All policies of insurance required to be maintained or cause to be maintained by Developer under this Appendix shall: (a) provide a severability of interests or cross liability clause as provided under standard ISO forms requiring that in the event of any claims being made by reason of bodily injury, personal injury, or property damage sustained by any agent, servant or employee of one insured for which another insured is or may be liable, then the policy shall cover such insured against whom a claim is made in the same manner as if a separate policy had been issued to each insured; and (b) except for professional liability and as allowed by statute, include endorsements providing the insurance companies shall waive their rights of recovery under subrogation (or the equivalent thereof) in favor of Owner and its agents, officers and employees, and in favor of such other persons as may be required by Owner's contractual agreement with such persons.

2.5 Primary Insurance. All policies of insurance referred to in this Appendix 6 shall be endorsed to specify that such policies are primary as respects any claims, losses, damages, expenses including attorneys' fees or liabilities arising out of this Agreement and not excess to or on a contributing basis with any insurance or self-insurance maintained by Owner and its Agents, officers and employees.

2.6 Developer Controlled Insurance Program Manual. On or before sixty (60) days prior to the scheduled commencement of the Work at the Site, Developer shall provide to Owner for Owner's review and approval, which approval shall not be unreasonably withheld, a CCIP Manual that: (i) replaces the standard insurance that is typically required by Design-Builder and its subcontractors; (ii) summarizes the CCIP coverages; (iii) identifies any non-CCIP coverages to be provided by Developer and its subcontractors; (iv) outlines the coverages to be provided by subcontractors; (v) describes the enrollment and claim procedures; (vi) summarize the mobilization and minimum safety requirements for the Project, (vii) designates the CCIP administrator.

3. Insurance Away From Site. Developer and each subcontractor or sub-subcontractor shall carry and maintain, or, in the case of Developer, shall cause to be carried and maintained, at least the following insurance coverages in connection with operations away from the Project Site as outlined:

3.1 Workers' Compensation – Statutory Limits.

3.2 Employer's Liability - \$1,000,000 (per bodily injury/disease and aggregate). The Owner reserves the right to require alternative limits (higher or lower) for individual contractors or subcontractors at its discretion. A waiver of subrogation in favor of the Additional Insured parties should be included.

3.3 Commercial General Liability Insurance. Subcontractors shall be required to carry Commercial General Liability Insurance with limits of at least \$2,000,000 for each occurrence (\$1,000,000 for subcontractors with small scopes of Work) and \$4,000,000 in the aggregate combined single limit Bodily Injury and Property Damage, and including protection for contractual liability, products, completed operations, work performed by independent Developers, and broad form property damage coverage. Owner reserves the

right to require alternate limits (higher or lower) for individual subcontractors or sub-subcontractors at its discretion. Developer shall submit the requested limits of commercial general liability insurance for all Major Subcontractors to Owner for Owner's review and consent, which consent shall not be unreasonably withheld. Developer shall be required to carry Commercial General Liability Insurance with limits of at least Twenty Million Dollars (\$20,000,000). A waiver of subrogation in favor of the Additional Insured parties should be included.

- 3.4 Hazardous Material Liability Insurance covering bodily injury and/or property damage with limits of not less than \$2,000,000, if the work involves abatement, removal, replacement, repair, enclosure, encapsulation and/or disposal of any hazardous material or substance. The Owner reserves the right to require alternative limits (higher or lower) for individual contractors or subcontractors at its discretion. This coverage must remain in force for both on-site and off-site exposures.

4. Other Insurance. Developer shall maintain or cause to be maintained the following insurance, which shall not be part of the CCIP, as required by this Appendix 6 with insurance companies lawfully authorized to do business in Missouri until all obligations of Developer pursuant to this Agreement have been fully discharged.

- 4.1 Automobile Liability. Developer shall provide and maintain or cause to be provided and maintained commercial auto liability insurance on an occurrence form basis, including coverage for all owned, non-owned and hired automobiles in the amount of Two Million Dollars (\$2,000,000) combined single limit per accident with respect to bodily injury, property damage or death.

- 4.2 Contractors Protective Professional Indemnity Insurance. Developer shall procure and maintain or cause to be procured and maintained Contractors Protective Professional Indemnity insurance. Said insurance shall be in an amount of at least Twenty-Five Million Dollars (\$25,000,000) each claim and in the aggregate, and the coverage shall remain in effect for at least five (5) years following Substantial Completion.

- 4.3 Builder's All-Risk Insurance. Effective as of the scheduled commencement of the Work at the Project Site, Developer shall obtain and, thereafter at all times during the performance of the Work, maintain, or cause to be obtained and maintained, Builder's All-Risk Insurance or all-risk property insurance. Coverage shall remain in effect until replaced by the permanent property insurance to be obtained by the Owner upon Substantial Completion. Developer shall pay for such Builder's / All-Risk Insurance. Such Builder's / All-Risk insurance shall insure the Design-Builder as a first named insured and the Owner, Developer and subcontractors as additional named insureds, and shall cover all property in the course of construction, including all materials, supplies, machinery, equipment, fixtures, scaffolding, temporary structures and other property of a similar nature. Such insurance shall provide for a waiver of the insurers' right to subrogation against the Owner, Developer, subcontractors, and their respective employees, agents, directors, officers, and affiliates. Such policies shall be obtained from and maintained with insurance carriers that maintain an AM Best's rating of at least "A-VIII" (or equivalent Lloyd's financial rating) or such carriers that are otherwise acceptable to the Owner. Such policies shall be non-cancelable (except for non-payment), provided, however, such policies may contain other clauses that might not be explicit cancellation provisions but might lead to a partial or full suspension of coverage if and so long as such clauses are customary insurance provisions. Such policies shall

contain a severability of interests provision where applicable. On or before sixty (60) days prior to the scheduled commencement of the Work at the Site, Developer shall provide the Owner the builders' / all risk policy for the Owner's review and approval, which approval shall not be unreasonably withheld.

4.3.1 Payment of Deductible. The payment of any deductible shall be the responsibility of Developer.

4.3.2 Waiver of Subrogation; Release. Owner and Developer intend that the Builder's All-Risk Insurance will protect the Owner, Developer, all tiers of subcontractors, and all other persons indicated herein to be listed as insureds or, additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. Such policy shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds or additional named insureds thereunder. Developer waives, and shall cause all insurers, subcontractors, vendors, and their respective insurers to waive, all rights against each other and their respective partners, members, shareholders, directors, officers, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work, provided that the insuring party has obtained and maintained the insurance coverages as required hereunder for such peril or cause of loss; and, in addition, waive all such rights against subcontractors, suppliers, and all other persons indicated herein to be listed as insureds or additional insureds under such policies for losses and damages so caused.

4.4 Worker's Compensation/Employer's Liability (if not included within the CCIP). Developer shall provide and maintain or cause to be provided and maintained worker's compensation insurance as required by applicable Law where the Work is performed and employer's liability insurance with a limit of liability bodily injury by accident of One Million Dollars (\$1,000,000) for each accident or bodily injury by disease for each employee.

4.5 Developers Pollution Liability. Developer shall provide and maintain or cause to be provided and maintained Developer's pollution liability covering bodily injury, property damage and pollution cleanup for pollution conditions occurring on and off of the property or premises, with limits of Ten Million Dollars (\$10,000,000) each claim and in the aggregate. Such insurance shall include emergency response costs, defense, settlement and investigation costs.

5. Nothing contained herein shall relieve Developer of its obligations to exercise due care in the performance of its duties in connection with the Work or Services or to complete the Work or Services in strict compliance with the Agreement. The insurance required under this Agreement does not limit Developer's responsibility or legal liability in performance of the Contract.

APPENDIX 7

INTELLECTUAL PROPERTY LICENSE

APPENDIX 8

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

APPENDIX 9

INTENTIONALLY OMITTED

APPENDIX 10
INITIAL LEED CHECKLIST

APPENDIX 11

FORM REQUIREMENTS: PAYMENT APPLICATION PROCEDURES

The administrative actions and submittals which will be a condition precedent to payment of Developer's initial application for payment will include but not be limited to:

- Listing of subcontractors, principal suppliers and fabricators.
- Schedule of Values (electronic in Excel format with submission).
- Project Schedule.
- Schedule of submittals.
- W/MBE forms.
- Stored Material spreadsheet (electronically in Excel format with submission and verification form).
- Submission detail will be organized by order using required standard section dividers identifying the supporting information.
- Equipment purchased for and paid by the City for items exceeding \$100.00 in value must be identified when being paid. Any items exceeding \$1,000.00 in value must also be identified so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted when equipment is purchased. Final accounting for all assets will be performed at the completion of the project. Payments for assets unaccounted for will be reimbursed to the Owner.

The Progress Payment Application shall be certified by a person duly authorized in writing to execute contractual instruments on behalf of Developer. If deficiencies are found, a standard deficiency e-mail will be sent to Developer to resolve within one Business Day. If the deficiency is not resolved within that time, the Progress Payment Application will be returned. The original complete sworn, executed and notarized application for payment with all attachments shall be retained by Developer in accordance with Section 15.1.

Progress Payment Applications will show the percentage completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage completion will be the percentage obtained by dividing (a) the expense that has actually been incurred by Developer on account of that portion of the Work by (b) the share of the Negotiated Contract Amount allocated to that portion of the Work in the Schedule of Values. Progress Payment Applications will not include costs of Work associated with Work required to be redone as a result of construction errors or defects.

All payments will be subject to correction following the discovery of an error, misrepresentation, or unallowable cost in any previous application for payment. Approval of such erroneous application for payment will not in any respect be taken as an admission by the Owner of the amount of Work completed or as the release of Developer from any of its responsibility under this Contract or a waiver of any of the Owner's rights. If deficiencies are found, a standard deficiency e-mail will be sent to Developer to resolve within one Business Day. If the deficiency is not resolved within that time, the application for payment

will be rejected in writing and such rejection will specify the deficiency and the action necessary to make the Progress Payment Application proper.

Payments may be made for nonperishable materials or equipment not incorporated in the Work upon the following conditions being met:

- The materials or equipment have been stored or stockpiled in a manner acceptable to the Owner at the Site.
- Developer has furnished the Owner with satisfactory evidence that the material and transportation costs have been paid.
- Developer has furnished the Owner with acceptable evidence of the quantity and quality of such stored or stockpiled materials or equipment.
- Developer has furnished the Owner legal title (free of liens or encumbrances of any kind) to materials so stored or stockpiled upon receipt of said materials or equipment.
- Developer has furnished to the Owner copies of vendor invoices for stored materials or equipment, proof of payment, stored material or equipment listed in Excel format and a stored material verification form. All supporting backup must be labeled with the schedule of values item number and calculation of item number listed on the Schedule of Values.
- Developer has furnished to the Owner documentation that all materials or equipment meet specifications requirements.
- Developer is responsible for all loss or damage of any type to such materials or equipment and will make suitable replacement or repair as necessary at Developer's own expense.
- Developer is responsible for security with respect to all such stored materials or equipment.
- Developer has furnished to the Owner evidence that the material or equipment so stored or stockpiled is insured against loss by damage to, or disappearance of, such materials or equipment at any time prior to use in the Work.
- Payments for material on hand or for delivered material to be used in one item of Work will exceed \$3,000.00 and not be scheduled to be incorporated into the Work within 60 days after delivery.
- It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials or equipment will in no way relieve Developer of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.
- Developer will bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this subsection.
- Raw or unfabricated materials will not be accepted as stored materials.

- Notwithstanding the foregoing, the Owner may in its sole and absolute discretion, in special circumstances approve in writing in advance the waiver of one or more of the above conditions for payment of non-perishable materials or equipment not incorporated in the Work.

APPENDIX 12

SUBMITTALS REQUIRING OWNER APPROVAL MATRIX

KCAD review and approval of submittals relating to aesthetics, operations, function and maintenance of the Terminal Project will be required. Examples of candidate submittals for KCAD review and approval include, but are not limited to the following:

- All public space finish materials, fixtures, furniture and equipment.
- Public millwork, case work, ornamental metals at ATO, Hold Rooms, Concourses, Baggage claim, CBP, etc.
- Interior and Exterior Fountains/water features.
- Advertising and display cases.
- Exterior finish materials.
- Exterior Glazing performance certifications including acoustic ratings.
- Terminal, Garage, Curbside signage and way finding.
- PA system intelligibility/acoustics, studies, analysis and reports.
- Roofing and waterproofing materials and warranties.
- Builder's hardware sets, cut sheets and master keying schedules.
- AIS head end equipment and end devices and systems architecture.
- FIDS and BIDS displays and mounts / stands.
- Equipment screens.
- Railings, balustrades, and guard walls.
- Stair treads and landings.
- Fall arrest system.
- Exterior Pedestrian walkway finishes.
- BOH and Office finishes, lockers, shelving, furniture, kitchen appliances, and equipment.
- Garage electric charging stations and parking ticket systems and parking guidance displays.
- GSE electric charging stations.

- Aircraft apron utilities and system equipment.
- MEP systems and equipment.

- Baggage Handling System.

- HVT equipment and elevator cab finishes.

- Hard and soft landscaping.

A detailed list of submissions requiring KCAD approval will be developed and agreed with the Developer no sooner than the issuance of complete outline specifications for each procurement package and no later than the completion of IFC specifications for that package.

APPENDIX 13

GOVERNMENT APPROVALS MATRIX

APPENDIX 14

TAX EXEMPT CERTIFICATE



City of Kansas City, Missouri
PROCUREMENT SERVICES DIVISION
1st Floor, Room 102W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-0851 / Fax: (816) 513-1066

DATE: January 1, 2018
TO: City of Kansas City, Missouri Suppliers and Contractors
FROM: Cedric Rowan
Manager of Procurement Services
RE: Tax Exemption:
Exemption from Federal Tax on Purchases
Exemption from Missouri Sales and Use Tax on Purchases

Federal Tax Identification Number: 44-6000201

The City of Kansas City, Missouri is exempt from tax on purchases under Chapter 31, 32 or 38 of the Internal Revenue Code.

Missouri Tax Identification Number: 12490466

The City is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39 (10) Article 3, of the Missouri Constitution and Sections 144.0 and 144.61 RSMo 1969 and supplements thereto. A copy of the exemption certificate issued by the State of Missouri is attached.

I certify that the above information is true and that I am authorized to execute this certificate for all City activities.

This letter and the attached certificate cover all departments, offices, agencies, and activities of the City of Kansas City, Missouri.

A handwritten signature in cursive script that reads "Cedric Rowan".

Cedric L. Rowan, C.P.M.
Manager of Procurement Services

(REV. 02/16)

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY
414 E 12TH ST 3RD FLOOR
KANSAS CITY MO 64106

Missouri Tax ID
Number: 12490666

Effective Date:
07/11/2002

Your application for sales tax exempt status has been approved pursuant to Section 144.050.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your agency's essential functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase or pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a written exemption certificate and contractor makes purchases in compliance with the provision of Section 144.042, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax license and collect and remit sales tax.

This is a continuing exemption subject to periodic changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use tax only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

SCHEDULE 1

ABBREVIATIONS AND DEFINITIONS

1. ABBREVIATIONS

The following abbreviations, when used in the Contract Documents, represent the full text shown:

AAA	American Arbitration Association
ADA	Americans with Disabilities Act
CCIP	Contractor Controlled Insurance Program
CBP	U.S. Customs and Border Protection
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FF&E	Furniture, Fixtures and Equipment
GMP	Guaranteed Maximum Price
HASP	Health and Safety Plan
HRD	Human Relations Department of the City of Kansas City, Missouri
IFCD	Issued For Construction Documents
KCAD	Kansas City Aviation Department
OFAC	Office of Foreign Assets Control, US Department of the Treasury
ORAT	Operational Readiness and Transition
RFP	Request for Proposals
SBE	Small Business Enterprise
TSA	Transportation Security Administration

2. DEFINITIONS

The following capitalized terms, when used in the Contract Documents, have the meanings set forth below:

“**Administrative Record**” means all filings, motions, briefs, and orders related to a Dispute that is referred to the Dispute Resolution Panel, together with any exhibits attached to such documents or that may be admitted during a hearing of the Dispute Resolution Panel, and the recordings of any hearings held during the Dispute Resolution Procedures.

“**Agent**” means a Person affirmatively authorized by either Developer or the Owner to act on behalf of such principal with regard to certain enumerated duties or with plenary authority.

“**Airline**” means a signatory airline to the Airline Use and Lease Agreement.

“**Airline Representative**” means the individual selected by the Airlines to represent the Airlines’ interests and perform the Airlines’ obligations on the Steering Oversight Committee.

“**Airline Use and Lease Agreement**” means the Agreement entered into between Owner and Airlines setting forth the respective rights and obligations of the Owner and the Airlines with respect to use of the Airport.

“**Airport**”, “**KCI**” or “**MCI**” means the Kansas City International Airport, including the passenger transportation facilities, all user movement areas, areas leased exclusively or preferentially to

any third party or parties, common areas and baggage claim areas there in, and interconnecting hallways, concourses, and bridges, and any future improvements.

“Airport Activities” means all Airport commercial activities, the core Airport operations of processing and transporting passengers and baggage, and any other traditional airport functions provided or served by the Owner.

“Allowable Uses” has the meaning given in Section 4.10.1.

“Annual Wage Order” means the prevailing wage rates, fringe benefits and classifications established pursuant to the Prevailing Wage Law as such rates and classifications may be amended from time to time. A copy of the Annual Wage Order as of the Effective Date is attached as Appendix 2-B.

“Application for Final Payment” means the final Progress Payment Application submitted by Developer upon have achieved Final Completion.

“Architect” means Skidmore, Owings & Merrill LLP.

“Architect of Record” or **“AOR”** means the architect or architectural firm licensed in the State whose name appears on a building permit issued for the Project.

“Authorized Representative” has the meaning given in Appendix 8.

“B2GNow” has the meaning given in Section 8.5.4.

“Bonds” means the fixed income security(ies) to be issued by the Kansas City Industrial Development Authority to finance the Project.

“Bond Trustee” means the financial institution listed or otherwise designated to act as trustee or agent with respect to the Bonds.

“Business Day” means any weekday except any weekday, except the following: (1) New Year’s Day, January 1, (2) Martin Luther King’s Birthday observance, the third Monday in January, (3) George Washington’s Birthday observance, the third Monday in February, (4) Memorial Day, the last Monday in May, (5) Independence Day, July 4, (6) Labor Day, the first Monday in September, (7) Armistice Day, November 11, (8) Thanksgiving Day, the fourth Thursday in November, (9) Day after Thanksgiving Day, and (10) Christmas Day, December 25. When one of the above holidays occurs on a Saturday, the preceding Friday shall not be considered to be a Business Day. If one of the above holidays occurs on a Sunday, the following Monday shall not be considered a Business Day. A Business Day shall be deemed to conclude at 11:59 p.m., Central Time.

“Certificate of Occupancy” means a certificate issued pursuant to the KCBC, certifying that a building or structure has met all applicable building code standards and requirements under the KCBC.

“Certificate of Final Completion” has the meaning given in Section 7.5.1.1.

“Certificate of Substantial Completion” has the meaning given in Section 7.4.1.1.

“Change Directive” has the meaning given in Section 6.1.3.

“Change in Law” means (a) the adoption of any federal, State or local Law at any point after the Effective Date, or (b) any change in any federal, State or local Law or in the interpretation or application

thereof by any federal, State or local Governmental Authority, as applicable, after the Effective Date, in each case that is materially inconsistent with Laws in effect on the Effective Date.

“Change of Control” means any Equity Transfer, transfer of an interest, direct or indirect, in an Equity Member, or other assignment, sale, financing, grant of security interest, hypothecation, conveyance, transfer of interest or transaction of any type or description that in each case, results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Developer or a material aspect of its business. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

(a) An upstream reorganization or transfer of indirect interests in Developer so long as there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of Developer; or

(b) An Equity Transfer, where the transferring Equity Member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer.

“Change Order” means a change in the Project scope, schedule or budget as approved by Developer and the Owner, pursuant to Section 6.1.

“Change Request” has the meaning given in Section 6.1.2.1.

“City” means the City of Kansas City, Missouri.

“City Council” means the City Council of Kansas City, Missouri.

“Claim” means a written demand submitted by Developer pursuant to the Contract Documents, which is or potentially could be disputed by the Owner, for a time extension, payment of money or damages or other relief from the Owner to Developer, and includes any Relief Event Claim. Claim also means a written demand submitted by the Owner pursuant to the Contract Documents, which is or potentially could be disputed by Developer, for payment of money or damages from Developer to the Owner.

“Compensation Cap” has the meaning given in Section 10.1.

“Consent Agreement” has the meaning given in Section 2.2.3.5.

“Construction Documents” means the drawings, plans and specifications required for construction of the Project and “Construction Document” means any of them.

“Construction Services” means any compensated work or service performed by a person or entity that provides any service (ex, labor, equipment, materials, or the like, directly or indirectly, to the Design-Builder or any subcontractor (of all tiers) to the Design-Builder, including but not limited to any laborer, material supplier, tradesmen, journeyman, craftsman, equipment supplier, surveyor, or landscaper, more particularly described in Appendix 2-A-1.

“Contract” means any agreement, and any supplement or amendment thereto, by Developer with any other Person, Contractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Contractor and its lower tier Contractor or a Supplier and its lower tier Supplier, at all tiers.

“Contract Documents” means the Agreement, the Project specifications, including all Appendices and exhibits to the Agreement and all technical requirements, and Construction Documents, including all amendments to the foregoing.

“Contractor” means any Person with whom Developer has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Project, on behalf of Developer, and any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

“Contractor-Controlled Insurance Program” or **“CCIP”** means the insurance coverage identified in Article 11 and Appendix 6 to be procured and maintained by Developer.

“Critical Path” means the series of logically linked construction activities that connect the Project’s start (or the date of the current schedule update, if later) to the Project’s Substantial Completion with zero positive float, such that any delay to an activity on the Critical Path would delay Project Substantial Completion by the same number of days, unless otherwise mitigated.

“Davis-Bacon Act” has the meaning given in Section 8.9.2.1.

“Delivery” has the meaning given in Section 2.3.

“Design-Builder” means the Clark/Weitz/Clarkson, A Joint Venture. A joint venture of Clark Construction Group, LLC; The Weitz Company, LLC; and Clarkson Construction Company, LLC.

“Design Documents” means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the design of the Project. Design Documents include the approved Construction Documents.

“Design Package” has the meaning given in Section 4.5.6.1.

“Developer” means Edgemoor Infrastructure & Real Estate II LLC, a limited liability company organized under the laws of Maryland, and its permitted successors and assigns.

“Developer Assumed Hazardous Materials Obligations” has the meaning set forth in Section 5.5.

“Developer Change Proposal” means a written proposal submitted by Developer pursuant to Section 6.2.

“Developer Contingency” has the meaning given in Appendix 1-B.

“Developer Default” has the meaning given in Section 13.1.1.

“Developer’s Interest” means all right, title, interest and property, of Developer in, to, under or derived from the Contract Documents, , including Developer’s right, title and/or interest in and to the Contracts, Submittals, Claims and Intellectual Property.

“Developer’s Representative” means the individual in charge of the Project on behalf of Developer, acting directly or through Developer’s Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.

“Deviation” has the meaning given in Section 6.3.

“Differing Site Conditions” means subsurface or latent physical conditions within the boundaries of the Site that differ, or are not reasonably inferable, from those described in the Geotechnical Baseline Conditions.

“Direct Costs” has the meaning given in Appendix 1-A.

“Director of Aviation” means the person appointed by the city manager of Kansas City, Missouri responsible for leading KCAD.

“Dispute” means any dispute, disagreement or controversy between the Owner and Developer concerning their respective rights and obligations under the Contract Documents, including concerning any Claim, alleged breach or failure to perform and remedies.

“Dispute Resolution Panel” means a panel constituted in accordance with Appendix 4.

“Dispute Resolution” means the process for resolving Disputes set forth in Appendix 4.

“Dispute Resolution Procedures” means the procedures for resolving Disputes set forth in Appendix 4.

“Early Termination Date” means the effective date of termination of this Agreement for any reason prior to the expiration of the Term.

“Effective Date” means the date this Agreement is fully executed.

“Engineer(s) of Record” or **“EOR”** means one or more professional engineers or engineering firms registered in the State of Missouri that develops the criteria and concept for the Project, performs the analysis, and is responsible for preparing the Design Documents related to MEP and structural design.

“Environmental Law” means (a) any Law applicable to the Project or the Work regulating or imposing liability or standards of conduct that pertains to the environment, Hazardous Materials, contamination of any type whatsoever, or health and safety matters, and (b) any requirements and standards that pertain to the protection of the environment, or to the management of Hazardous Materials, contamination of any type whatsoever, or health and safety matters with respect to Hazardous Materials, set forth in any agreements, permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Project or the Work, as each of the foregoing have been or are amended, supplemented or replaced from time to time (including any present and future amendments thereto and reauthorizations thereof), including those relating to:

(c) The manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation and transportation of Hazardous Materials;

(d) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;

(e) Releases of Hazardous Materials;

(f) Protection of wildlife, endangered, threatened, and sensitive species, wetlands, water courses and water bodies, cultural, historical, archeological, and paleontological resources and natural resources;

(g) The operation and closure of underground or aboveground storage tanks;

(h) Health and safety of employees and other persons with respect to Hazardous Materials;
and

(i) Notification, documentation and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following (all as amended):

(i) The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.);

(ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.) and associated Superfund Amendments and Reauthorization Act (42 U.S.C. §§ 9601 et seq.);

(iii) iii. The Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.);

(iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.);

(v) The Clean Air Act (42 U.S.C. §§ 7401 et seq.);

(vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 et seq.);

(vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.);

(viii) The Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §§ 6924 et seq.);

(ix) The Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.);

(x) The Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 et seq.);

(xi) Section 404 of the Clean Water Act (33 U.S.C. § 1344);

(xii) The Oil Pollution Act (33 U.S.C. §§ 2701, et. seq.);

(xiii) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.);

(xiv) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 et seq.);

(xv) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.);

- (xvi) The Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.);
- (xvii) The Endangered Species Act (16 U.S.C. §§ 1531 et seq.); and
- (xviii) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 et seq.).

“Environmental Management Plan” means the plan prepared by the Design-Builder and approved by Developer.

“Equity Member” means any Person with a direct equity interest in Developer.

“Equity Transfer” means any assignment, mortgage, encumbrance, conveyance, sale, or other transfer of equity interest in Developer.

“Escalation Contingency” has the meaning given in Appendix 1-B.

“FAA” means the Federal Aviation Administration and any successor agency thereto.

“Final Completion” means the occurrence of all the events and satisfaction of all the conditions set forth in Section 7.5, as and when confirmed by the Owner’s issuance of a certificate in accordance with Section 7.5.

“Final Completion Date” means the date upon which Developer achieves Final Completion.

“Final Completion Deadline” means the date by which Developer must achieve Final Completion, which is 90 days after the Substantial Completion Date.

“Final Completion Review Period” has the meaning given in Section 7.5.1.1.

“Final GMP” has the meaning given in Section 10.2.5.

“Final Project Program” has the meaning given in Section 4.5.5.

“First Source Program” has the meaning given in Section 8.5.3.1.

“Force Majeure Event” means the occurrence of any of the following events that materially and adversely affects performance of Developer’s obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts, by Developer and/or its Agents: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Work, in each case occurring within the State of Missouri; (b) any act of riot, insurrection, civil commotion or sabotage at the Airport that causes direct physical damage to the Work; (c) nuclear explosion, radioactive or chemical contamination of the Site, unless the source of the explosion, contamination or radiation is caused by Developer and/or its Agents; (d) fire, explosion, floods caused by natural events, tornadoes, sinkholes caused by natural events or landslides caused by natural events; (e) earthquake; (f) an act of terrorism; (g) natural events, including hurricanes and tsunamis, that limit availability of materials or labor for the Project; (h) inability to obtain Owner specified materials or reasonably acceptable substitutes therefor; (i) the failure of any utility company to provide and maintain required utilities to the Project, if not provided by other means; (j) unusually severe weather conditions; (k) any emergency declared by the Governor of the State or the City mayor with respect to the matters contemplated above;

or (l) labor strike or strife not occurring at the site, but only if affecting the availability of critical manufactured materials for which there are no reasonable alternatives or options available.

“Geotechnical Baseline Conditions” has the meaning given in Appendix 1-F.

“GMP” or **“Guaranteed Maximum Price”** means the agreed upon budget ceiling for the final cost of the Project scope that is depicted in the Preliminary Project Program and its subsequent iterations and, as they are made part of this Agreement, its subsequent iterations, which final cost is guaranteed by Developer and which is the maximum amount to be paid by the Owner to Developer for performance of the Work.

“Good Industry Practice” means the exercise of the standard of care and degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor who engages in the same type of undertaking in the United States under similar circumstances and conditions, and who seeks in good faith to comply with its contractual obligations, complying with all applicable Law and Governmental Approvals, and using accepted standards and criteria with respect to design, construction, and Hazardous Materials and waste materials management normally used on similar projects.

“Governmental Approval” means any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them, provided by Governmental Authorities including State, local, or federal regulatory agencies, agents, or employees, that authorize or pertain to the Project or the Work.

“Governmental Authority” means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Owner.

“Hazardous Materials” means any element, chemical, compound, mixture, material or substance, whether solid, liquid or gaseous, which at any time is present in sufficient concentration such that it is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or conditions (including mold and other mycotoxins, fungi or fecal material) which may create any unsafe or hazardous condition or pose any threat or harm to the environment or human health and safety. “Hazardous Materials” includes:

(j) Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances, ignitable, corrosive and reactive substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of “hazardous substance”, “hazardous waste”, “hazardous material”, “extremely hazardous waste”, “acutely hazardous waste”, “radioactive waste”, “radioactive materials”, “bio hazardous waste”, “pollutant”, “toxic pollutant”, “contaminant”, “restricted hazardous waste”, “infectious waste”, “toxic substance”, “toxic waste”, “toxic material”, or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, “TCLP” toxicity” or “EP toxicity” or words of similar import under any applicable Environmental Laws);

(k) Any petroleum product, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;

(l) Any solvent, solvent waste, including any refined solvent product, and any waste solvent or waste solvent byproduct, including any additive, byproduct or fraction of any of the foregoing;

(m) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;

(n) Any flammable substances or explosives;

(o) Any radioactive materials;

(p) Any asbestos or asbestos containing materials;

(q) Silica;

(r) Any lead, cadmium, or lead based paint or any other heavy metal based paint or material, or any metal listed in or regulated by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.);

(s) Any radon or radon gas;

(t) Any methane gas or similar or regulated gaseous materials;

(u) Any urea formaldehyde foam insulation;

(v) Electrical equipment and components which contain any oil or dielectric fluid containing polychlorinated biphenyls;

(w) Pesticides, herbicides or fungicides;

(x) Any other chemical, material, substance or pollution, exposure to which is prohibited, limited or regulated by any Governmental Authority or which may or could pose a hazard to the health and safety of the owners, operators, Users or any Persons in the vicinity of the Project or to the indoor or outdoor environment; and

(y) Soil, or surface water or groundwater, containing any of the Hazardous Materials as defined above.

“Health and Safety Plan” means the plan prepared by the Design-Builder and approved by Developer.

“Indemnify” means indemnify, protect, defend and hold harmless.

“Indemnified Parties” means the City and its respective successors, assignees of the Agreement, agencies, divisions, officeholders, elected officials, officers, directors, commissioners, agents, representatives, consultants and employees.

“Intellectual Property” means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by Defend Trade Secrets Act 18 U.S.C. § 1839(3)), designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project or Project design data.

Intellectual Property includes software used in connection with the Project and software source code. Intellectual Property is distinguished from physical embodiment of, and documentation disclosing, Intellectual Property.

“IP Materials” means, with respect to Intellectual Property, software, source code and other physical and electronic documentation related to the Intellectual Property, and includes all relevant commentary, explanations and instructions to compile source code, and all modifications, additions or substitutions made to such source code.

“Issued for Construction Documents” has the meaning given in Section 4.5.5.

“KCBC” means the Kansas City Building Code, Sec. 18-1 et seq. of the City’s Code of Ordinances, as amended, supplemented or replaced from time to time.

“Key Contract” means Developer’s contract with Clark-Weitz-Clarkson and Clark-Weitz-Clarkson’s contract with the Architect.

“Key Contractor” means the Design-Builder and the Architect.

“Key Personnel” means the individuals identified in Appendix 1-D, or subsequently designated by Developer, to fill the following positions, or any successor individuals approved by the Owner:

- (z) Project Executive;
- (aa) Construction Manager;
- (bb) Architect of Record;
- (cc) Lead Project Structural Engineer of Record;
- (dd) Lead Project Mechanical Engineer of Record;
- (ee) Quality Manager;
- (ff) Design Quality Manager; and
- (gg) Construction Quality Manager.

“Late Payment Rate” means 2% per month (not compounded) or the maximum rate permitted by law, whichever is less.

“Law” or **“Laws”** means any statute, law, code, regulation, ordinance, by-law, rule, common law, judgment, judicial, administrative or executive order, decree, directive, or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision or determination by, or any administration of any of the foregoing by, any Governmental Authority, which is applicable to or has an impact on the Project or the Work, whether taking effect before or after the Effective Date, including Environmental Laws, FAA grant assurances and the Airport’s operating certificate, but excluding Governmental Approvals.

“Lead Project Mechanical Engineer of Record” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“Lead Project Structural Engineer of Record” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“LEED” means Leadership in Energy and Environmental Design, a green building certification program administered by the Green Building Certification Institute that recognizes best-in-class building strategies and practices.

“Losses” means any actual loss, damage, injury, cost, response cost, expense (including attorneys’, accountants’ and expert witnesses’ fees and expenses, including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement), fee, charge, judgment, penalty, fine, non-contingent obligation, or non-contingent liability.

“Material Change” has the meaning given in Section 4.5.6.5.

“Minority/Women Business Enterprise” or **“M/WBE”** means an entity certified as such by the City Human Relations Department.

“Minority Business Enterprise” or **“MBE”** has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City’s Code of Ordinances.

“Missouri Sunshine Law” means Mo. Rev. Stat. §610.010, et seq., as amended, supplemented or replaced from time to time.

“Move-In Contractor” means the Person hired by the City to coordinate transition and readiness operations on behalf of the City prior to Substantial Completion.

“MOU” means that certain Memorandum of Understanding dated February 9, 2018 entered into between the City and Developer.

“myLCM” means HRD’s internet-based prevailing wage reporting system and its protocols.

“Notice of Termination for Convenience” means written notice issued by the Owner to Developer terminating the Agreement for convenience under Section 14.1.1.

“Notice to Proceed” or **“NTP”** means the written notice issued by the Owner to Developer authorizing Developer to proceed with the Work.

“Oversight” means monitoring, inspecting, sampling, measuring, auditing, attending, observing, testing, investigating and the like respecting any part or aspect of the Work, including all the activities described in Article 7.

“Owner” means the City of Kansas City, a municipal corporation of the State of Missouri, through and on behalf of its Department of Aviation, in its capacity as owner of the Project and any entity succeeding to the powers, authorities and responsibilities of the Owner invoked by or under the Contract Documents.

“Owner Change” means a change in the Project scope or specifications requested or required by the Owner.

“Owner Default” has the meaning given in Section 13.3.1.

“Owner-Caused Delays” means delays directly attributable to the following matters and no others, but only to the extent that the delays cannot be avoided by the Owner and are not due to the negligence, willful misconduct, breach of contract or violation of Law or Governmental Approval by Developer:

(hh) Failure of the Owner to issue:

(i) the NTP within fifteen (15) days after Developer satisfies the requirements in Section 2.2.3;

(ii) A Certificate of Substantial Completion or to notify Developer in writing of the reasons why Substantial Completion has not been achieved;

(ii) Failure or inability of the Owner to provide to Developer a non-exclusive right of entry to the Project Site pursuant to Section 5.1.1;

(jj) Failure of the Owner to provide responses to proposed schedules, plans, Design Documents, and other Submittals and matters for which a response is required as an express prerequisite to Developer’s right to proceed or act, within the time periods (if any) indicated in the Contract Documents, or if no time period is indicated, within a reasonable time, taking into consideration (a) the nature, importance, complexity, completeness and quality of the Submittal or matter and (b) the number of Submittals then pending for the Owner’s response, following delivery of written notice from Developer requesting such action in accordance with the terms and requirements of the Contract Documents;

(kk) Suspension of Work issued by the Owner pursuant to Section 13.2.5, to the extent that such suspension was not justified;

(ll) Owner’s request for a rejection of a subcontractor bid award pursuant to Section 4.6, if such rejection is demonstrated by Critical Path analysis to delay the Work;

(mm) Request by the Owner to remove or uncover portions of finished Work pursuant to Section 7.3 under the Agreement, to the extent the Work and materials thus exposed are determined to be in accordance with the requirements of the Contract Documents; and

(nn) The Owner’s taking control and possession of the Project pursuant to Section 13.2.3 on the basis of a mistaken belief in the occurrence of a Developer Default; and

(oo) City’s wrongful refusal to execute a Change Order or issue a Change Directive to compensate Developer for a City act or omission that materially expands the Work or materially interferes with, delays, or increases the cost of performing the Work.

“Owner Contingency” has the meaning given in Appendix 1-A.

“Owner Submittal Review Period” has the meaning given in Section 5.3.2.

“Owner’s Costs” means:

(pp) The reasonably required costs of any assistance, action, activity or Work undertaken by the Owner that Developer is liable for or is obligated to reimburse the Owner for under the terms of the Contract Documents, including the charges of third-party contractors and reasonably allocated wages,

salaries, compensation and overhead of the Owner staff and employees performing such action, activity or Work; plus

(qq) Reasonably required out-of-pocket costs the Owner incurs to procure any such third-party contractors; plus

(rr) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of the City Attorney's Office), financial advisors, engineers, architects, insurance brokers and advisors, investigators, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Work, including in connection with defending claims by and resolving disputes with third-party contractors.

"Owner's Environmental Obligations" has the meaning given in Section 5.5.

"Owner's Representative" means the individual in charge of the Project on behalf of the Owner, acting directly or through Owner's Authorized Representative(s), such representatives acting within the scope of the duties and authority assigned to them.

"Owner's Review Period" has the meaning given in Section 4.5.6.1.

"Panel Decision" has the meaning given in Section 6(a) of Appendix 4.

"Party" means Developer or the Owner, as the context may require, and "Parties" means Developer and the Owner, collectively.

"Payment Bond" means a payment bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.2.

"Performance Bond" means the performance bond in place as a condition to the Owner's issuance of the NTP, as set forth in Section 11.2.1.

"Plans" has the meaning given in Section 4.2.

"Person" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Authority.

"Preliminary Building Permits" has the meaning given in Section 4.5.6.6.

"Preliminary Project Program" has the meaning given in Recital E.

"Prevailing Wage" has the meaning given in Section 8.9.2.1.

"Prevailing Wage Law" has the meaning given in Section 8.9.2.1.

"Product Data" has the meaning given in Section 5.3.1.1.

"Professional Services" means any work or service performed by a person or entity that provides any service or labor, directly or indirectly, to Developer, the Design-Builder, or any subcontractor (of all tiers) to the Design-Builder, which requires and which involves the application of any specialized knowledge, expertise, training, education, experience or license, including but not limited to a financial advisor, accountant, architect, engineer, lawyer, electrician, consultant, designer,

community outreach specialist, surveyor, public relations specialist, and the like, more particularly described in Appendix 2-A-2.

“Progress Payment Application” has the meaning given in Section 10.3.3.

“Progress Payments” has the meaning given in Section 10.3.1; and “Progress Payment” means any of them.

“Project” means the terminal modernization project.

“Project Contingency” has the meaning given in Appendix 1-B.

“Project Executive” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“Project Management Committee” means the committee established to provide Project management guidance to Owner, comprising one representative each of Developer, Owner and Airlines. The Project Management Committee’s responsibilities include guiding the design process, developing and approving Project design, reviewing and approving construction drawings, and developing the Project budget; and overseeing execution and administration of the Project, including managing and recommending changes.

“Project Management Committee Member” means an individual selected by each of the Owner, Developer, and Airlines to represent such party’s interests on the Project Management Committee.

“Project Management Plan” means the project management plan developed by the Design-Builder and approved by Developer.

“Project Records” has the meaning given in Section 15.1.

“Project Schedule” means the logic-based Critical Path schedule for all Work, as such schedule is prepared, revised, updated and submitted by Developer, and accepted by the Owner, in accordance with the Contract Documents.

“Punch List” means an itemized list of Work that remains to be completed within 90 days after Substantial Completion has been achieved, the existence, correction and completion of which will have no material or adverse effect on the normal, uninterrupted and safe use and operation of the Project.

“Quality Management Plan” means the plan developed by the Design-Builder and approved by Developer for quality assurance and quality control of the Work.

“Quality Manager” means the individual identified as such in Appendix 1-D, or any successor individual approved by the Owner.

“Readily Available Funds” means the (i) certification by the City’s Director of Finance of funds available to fulfill the City’s obligations under this Agreement (as the same may be amended from time to time), and (ii) the City’s implementation of a commercially reasonable plan to fund or finance payment for the Work and all obligations under this Agreement.

“Relief Event” means any of the following events, subject to other limitations and requirements that may be set forth in the Agreement for such events:

(ss) Force Majeure;

(tt) omitted;

(uu) Owner Change;

(vv) The Owner’s failure to perform or observe any of its material covenants, or obligations under the Agreement or other Contract Documents;

(ww) Owner-Caused Delays;

(xx) Differing Site Conditions;

(yy) Discovery of archaeological, paleontological or cultural resources at or on the Site;

(zz) Discovery at or on the Site of threatened or endangered species under the federal or State endangered species act;

(aaa) Issuance of a temporary restraining order or other form of injunction or legal order by a court that prohibits prosecution of any portion of the Work as a direct result of an act or omission of the City;

(bbb) Change in Law;

(ccc) Increased cost of or delay to the Work resulting from the Owner’s election to apply for or accept federal or State funds for all or part of the Project;

(ddd) Discovery of Hazardous Materials, or release of Hazardous Materials by a party other than Developer, but only to the extent such discovery or release (i) occurs after the Effective Date; or (ii) renders use of the Site unsafe or in breach of applicable Law absent assessment, containment and/or remediation;

(eee) Delays in receipt of required Government Approvals, but only to the extent not caused by Developer’s delay, inaction or other failure to perform its obligations pursuant to this Agreement;

(fff) Issuance of a rule, order or directive from the U.S. Department of Homeland Security, TSA, CBP, FAA or any other Governmental Authority to the extent such rule, order or directive requires specific changes in Developer’s normal design or construction procedures in order to comply; and

Notwithstanding the foregoing, a Relief Event excludes any event or circumstance to the extent caused by the negligence, willful misconduct, or breach of applicable Law or contract by Developer.

“Relief Event Claim” has the meaning given in Section 9.2.4.

“Relief Event Notice” has the meaning given in Section 9.2.1.

“Resource Documents” means the collection of information, data, documents and other materials that the Owner has provided to Developer for general or reference information only and without

any warranty as to their accuracy, completeness or fitness for any particular purpose, all as set forth in Appendix 9. The Resource Documents are not Contract Documents.

“Revised Design and Reference Documents” has the meaning given in Section 4.5.3.

“Revised GMP” has the meaning given in Section 10.2.4.

“Revised Project Program” has the meaning given in Section 4.5.3.

“Safety Compliance” means any and all improvements, repair, reconstruction, rehabilitation, replacement and changes in configuration or procedures respecting the Project to correct a specific safety condition of the Project that the Owner or a Governmental Authority has reasonably determined to exist by investigation or analysis, if the condition exists despite compliance with Safety Standards.

“Safety Compliance Order” means a written order or directive from the Owner to Developer to implement Safety Compliance.

“Safety Standards” means those provisions of the Contract Documents the Owner considers, in its good faith discretion, to be necessary measures to protect public safety or worker safety.

“Samples” has the meaning given in Section 5.3.1.1.

“Schedule of Values” means the design and construction schedule of values incorporated into the Preliminary Project Program, attached as Appendix 1-A, which allocates values for the various components of the Work by area and building component.

“Scheduled Substantial Completion Date” means the date shown on the Project Schedule for achieving Substantial Completion of the Project, as such date may be adjusted from time to time in accordance with the Contract Documents.

“Shop Drawings” has the meaning given in Section 5.3.1.1.

“Site” means the real property (which term is inclusive of all estates, easements, leases and other interests in real property, whether temporary or permanent), improvements and fixtures upon which the Project will be constructed, as depicted in Appendix 1-E. The term includes all air space within the applicable vertical limits and all surface rights within the applicable horizontal limits, but excludes all other airspace.

“State” means the State of Missouri.

“Steering Oversight Committee” means the Director of Aviation and the Airline Representative.

“Submittal” means Shop Drawings, Samples and Product Data, or any document, work product or other written or electronic end product or item required under the Contract Documents to be delivered or submitted by Developer to the Owner.

“Substantial Completion” means the occurrence of all events and satisfaction of all conditions set forth in Section 7.4, as and when confirmed by the Owner’s issuance of a Certificate of Substantial Completion in accordance with Section 7.4.

“Substantial Completion Conditions” has the meaning given in Section 7.4.

“Substantial Completion Date” means the date upon which Developer achieves Substantial Completion.

“Substantial Completion Long Stop Date” means the outside date by which Developer must achieve Substantial Completion, which is 365 days after the Scheduled Substantial Completion Date.

“Substantial Completion Review Period” has the meaning given in Section 7.4.

“Supplier” means any Person not performing Work at or on the Site that supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to Developer or to any Contractor in connection with the performance of the Work. Persons who merely transport or deliver materials, parts or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.

“Surety” means any surety company or insurance company that meets the requirements of Sections 11.2.1 and 11.2.2 and issues any Payment Bond or Performance Bond.

“System” means a building system or a utility.

“Tax” or **“Taxes”** means federal, State, local or foreign income, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental, customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work or act, business, status or transaction of Developer, including any interest, penalty or addition thereto, in all cases whether disputed or undisputed.

“Term” means the period commencing on the Effective Date and ending on the Termination Date.

“Termination by Court Ruling” has the meaning given in Section 14.3.2.

“Termination for Failure to Finance” has the meaning given in Section 14.3.3.

“Termination Date” means: (a) means the date when a final Certificate of Occupancy has been issued for the Project and all Punch List items have been completed; or (b) if applicable, the Early Termination Date.

“Termination for Convenience” has the meaning given in Section 14.1.1.

“Threshold Issues” means any issues that materially affect Airline operations, Project Schedule, or Project scope, or that affect the payments required of the Airlines under the Airline Use and Lease Agreement.

“Third-Party” means a Person other than the Owner, the Developer, or their respective Agents or Contractors.

“Third-Party Claim” means a Claim asserted by a person other than the Owner, the Owner Indemnified Parties, Developer, the Design-Builder and their respective subcontractors.

“Third-Party Intellectual Property” has the meaning given in Section 4.10.2.

“Transportation Security Administration” or **“TSA”** means the agency of the U.S. Department of Homeland Security responsible for airport passenger screening and security, and any successor agency.

“User(s)” means any user of the Airport, including (a) members of the general public, (b) members of the traveling public, (c) the Owner, (d) TSA, (e) FAA, (f) CBP (g) the Airlines, (h) employees, contractors and/or service providers, as applicable, of any User identified in clauses (c) through (g) of this definition of “User,” (i) any security and emergency personnel using the Airport, and (j) any other Person who can be reasonably be expected to use the Airport from time to time, but excluding Developer.

“Women Business Enterprise” or **“WBE”** has the meaning given in Chapter 3, Article IV, Divisions 2 and 3 of the City’s Code of Ordinances.

“Work” means all of the labor, services and obligations required to be furnished, performed, provided or discharged by Developer, its Agents, Contractors or subcontractors of any tier under the Contract Documents, including all administrative, design, engineering, construction, and payment to third parties.

APPENDIX 1-A

PRELIMINARY PROJECT PROGRAM



KANSAS CITY INTERNATIONAL AIRPORT



A JOINT VENTURE

This document is CONFIDENTIAL and PROPRIETARY and is protected from disclosure under Chapter 610, RSMo, the Sunshine Law. Disclosure of this document will cause severe and irreparable harm to the business operations of Edgemoor Infrastructure & Real Estate, Clark/Weitz/Clarkson a JV and their parents and subsidiaries. This document is intended only for the use of Kansas City Aviation Department. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this document is strictly prohibited. If you have received this document in error, please notify Geoff Stricker immediately at geoffry.stricker@edgemoordevelopment.com and delete this document from your computer or destroy any print copies that have been made.

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EXECUTIVE SUMMARY

This document is CONFIDENTIAL and PROPRIETARY and is protected from disclosure under Chapter 610, RSMo, the Sunshine Law. Disclosure of this document will cause severe and irreparable harm to the business operations of Edgemoor Infrastructure & Real Estate, Clark/Weitz/Clarkson a JV and their parents and subsidiaries. This document is intended only for the use of Kansas City Aviation Department. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this document is strictly prohibited. If you have received this document in error, please notify Geoff Stricker immediately at geoffry.stricker@edgemoordevelopment.com and delete this document from your computer or destroy any print copies that have been made.

Kansas City International Airport Terminal Modernization Project

Executive Summary

The Edgemoor Team, comprised of core partners Edgemoor Infrastructure & Real Estate, Clark/Weitz/Clarkson, a Joint Venture, and Skidmore, Owings & Merrill, as well as numerous other partners, is committed to supporting the City of Kansas City, Missouri (the City) in its endeavor to make the Kansas City International Airport Terminal Modernization Project (New Terminal Project) a transformational project for the region. Together we will execute a development that engages and employs stakeholders in the design and construction of a new terminal that is operationally efficient and provides a world-class passenger experience for Kansas City residents and its visitors.

PATH TO THE DEVELOPMENT AGREEMENT & PRELIMINARY PROJECT PROGRAM

Beginning with Edgemoor's selection as Developer for the New Terminal Project in September 2017, the Edgemoor Team provided robust support to the City in its effort to pass the referendum to build a new single terminal that would replace the existing three-terminal configuration at Kansas City International Airport (KCI).

Following the successful passing of the referendum on November 7, 2017, the Edgemoor Team commenced several efforts, in parallel, through January 2018, including:

- Working with the City to arrive at an acceptable 'bridging agreement', referred to as the Memorandum of Understanding (MOU), which would enable the Edgemoor Team to begin working in earnest to develop and design the new terminal;
- Holding community design workshops in each City Council district and in Johnson County, KS to engage airport users in the scoping, planning and preliminary design of the new terminal; and,
- Partnering with the Kansas City Aviation Department (KCAD), the Airlines' Technical Representative (ATR), and representatives for each of KCI's current Airlines (Airline Representatives) to begin the process of validating the new terminal planning prepared prior to the referendum vote (planning known as Exhibit K).

Since the City Council's approval of the MOU on February 8, 2018, the Edgemoor Team has worked in collaboration with KCAD and their Owner's Representative, Paslay Management Group (PMG), to advance the project to the next major milestone, which is execution of a **Development Agreement** with the City. The Development Agreement will be the primary contract between the City and Edgemoor and sets forth the terms of agreement for completion of the design, procurement and construction of the new terminal and associated infrastructure.

The Development Agreement is supported by the **Preliminary Project Program**, the latter of which is hereby submitted with the transmittal of this document and further described below.

Concurrent with the efforts to develop the Preliminary Project Program with the KCAD, PMG, the ATR and Airline Representatives, the Edgemoor Team also maintained its promise to be transparent and open about the development process and began its work to empower small, minority-owned and women-owned businesses (M/WBE) to participate in the development of the new terminal. In addition to monthly updates to the City Council's Airport Committee, some of the Team's ongoing community outreach and team-building efforts from February through September 2018 have included:

- Presenting New Terminal Project updates to numerous community and civic organizations;
- Preparing monthly written updates, circulated via hard copies at presentations as well as via emails to the large database of registered businesses and individuals. These monthly updates can be found at kci-edgemoor.com;

- Establishing a New Terminal Community Ambassadors group of 20 organizations from across the metro-area whose constituents have a vested interest in the project;
- Holding open house events to provide a progress report to residents and show how input from the initial community design workshops is being incorporated in the new terminal design;
- Beginning to build a project team with local talent, including 51 local businesses (33 M/WBE firms) engaged to date;
- Completing a Community Workforce Agreement with labor unions and providing concerted outreach and support to M/WBE firms interested in working on the project;
- Partnering with Lead Bank to provide low-interest loans for small businesses on the project team; and,
- Graduating the first class of Strategic Partnership Program students, all owners of small, veteran or M/WBE businesses. The SPP is a six-month training course to help small businesses owners grow their firms.

The Edgemoor Team will continue these efforts as the project progresses, executing a development that has a legacy impact for the City.

PRELIMINARY PROJECT PROGRAM

The Preliminary Project Program is a compilation of documents that define the scope, cost and schedule of the New Terminal Project as collectively agreed upon by the KCAD, PMG, the ATR, Airline Representatives, and the Edgemoor Team to the best of our knowledge at this stage of the project.

Scope

Program Validation

The path to completion of the Preliminary Project Program began with a comprehensive program validation effort. This effort included detailed evaluation of the Design Day Flight Schedule (DDFS), review of responses to questionnaires and in-person interviews with building tenants, KCAD and Airline Representatives, as well as numerous design models and focus-area studies by airport planning experts. As a result of this thorough investigation, KCAD, the ATR and Airline Representatives determined the need for several major program changes from Exhibit K, including:

- Increasing new terminal capacity from 35 to 39 gates;
- Increasing terminal gross square footage from approximately 753,000 to 1,093,000 sf to meet requirements for additional space in the gate lounge areas, at the security screening checkpoint, for the baggage handling system, for premium lounges, and for general terminal operations;
- Increasing aircraft remain overnight (RON) stands from 19 to 25 stands;
- Preparing for anticipated future growth by designing the new terminal facilities to include processing infrastructure and expansion capacity to support up to 42 gates; and,
- Increasing the number of deicing stations from 10 to up to 15 and improving deicing functionality by eliminating overlap of RON stands and deicing stations.

Concept Design

Upon completion of the program validation efforts, the team developed a comprehensive initial Basis of Design (BOD), which then guided the development of the Concept Design Package. (The Concept Design Package included an updated BOD and conceptual design drawings.) Cost modeling and budget estimates followed the development of the Concept Design Package, completed in June 2018. Since June, we have worked extensively with KCAD, the ATR and Airline Representatives to refine the cost and scope of the

Project. The scope refinements and improvements have been incorporated into an Updated Concept Design Package (with an updated BOD and conceptual design drawings), which are dated September 28, 2018 and listed in detail in the **Design and Reference Documents** section of this document (Tab 6).

The **Project Narrative** (Tab 2) is a description of the scope of the project. The **Design Review Matrix** (Tab 7) records all KCAD, PMG and ATR comments on the initial (June 2018) version of the Concept Design Package, along with the Team's responses to those comments. The resolution of some comments is noted as pending further advancement of the design.

Cost

The Preliminary Project Program budget is described in the **Schedule of Values** (Tab 3) and reflects the Updated Concept Design Package and information derived from the marketplace through consultations with subcontractors and suppliers. The list of **Clarifications** (Tab 5) further defines the scope of work covered by the budget and includes procurement and scope clarification items provided by the ATR and Airline Representatives.

Schedule

Also submitted with this Program is the **Preliminary Project Summary Schedule** (Tab 4). While the schedule sets the new terminal opening date in January 2023, the ability to meet such a schedule is subject to several influential factors, including: the ability to compress the duration of development of the early design deliverables to meet critical early material delivery schedules; the ability to effectively procure critical early-lead time items on such design documents in a satisfactory manner; the ability to start the work in the near term through execution of the Development Agreement and approval of the Environmental Assessment; and, importantly, market conditions and capacity.

Path Forward

A tremendous amount of work has brought us to brink of launching construction on a new airport terminal for Kansas City. The Edgemoor Team appreciates the dedication and hard work that KCAD, PMG, the ATR, and the Airline Representatives have brought to this effort, and we look forward to working in collaboration to realize the goal of delivering a new terminal and world-class passenger experience to Kansas City.

Sincerely,



Geoffrey Stricker
Managing Partner
Edgemoor Infrastructure & Real Estate

2



PROJECT NARRATIVE

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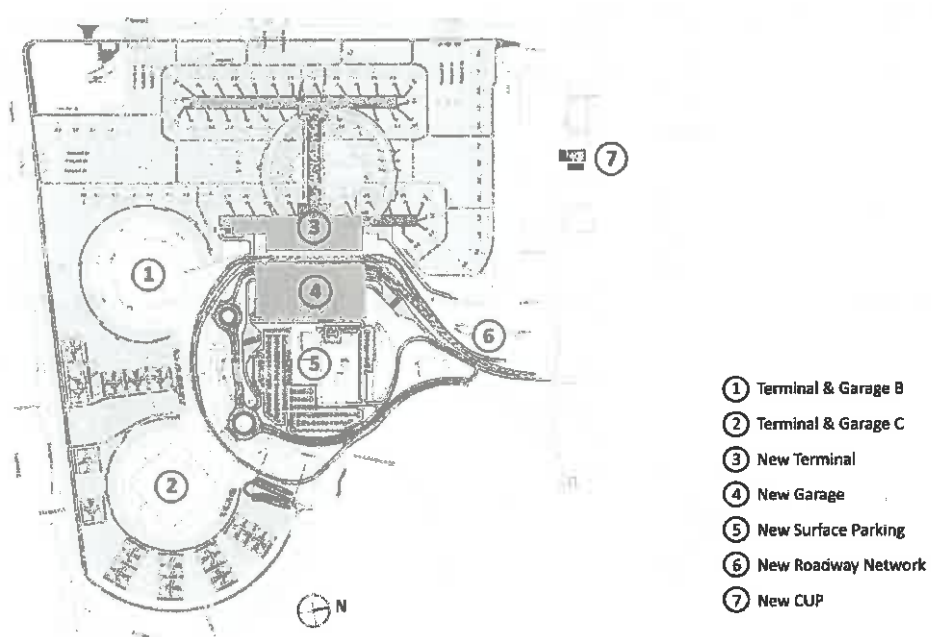
Project Narrative

OVERVIEW

A new, single Terminal for Kansas City, Missouri is a project of immediate and enduring value which meets the needs of airport operators and the public. The project will reflect the proud pragmatism and progressive spirit of the city and the region, with a particular focus towards customer convenience and access to modern technologies. The project will improve air service efficiency, provide flexibility for future growth, right-size facilities and infrastructure according to KCI's aviation forecast, and be constructed to minimize disruption to airline operations and passenger services.

The existing airport (IATA Code: MCI), commonly referred to as Kansas City International (KCI) airport, was planned in the late 1960s and opened for passenger traffic in 1972 with three horseshoe-shaped Terminals: A, B and C. KCI is predominantly an origin and destination (O&D) airport, with limited international or connecting air service. The new Terminal will more efficiently serve O&D traffic, while facilitating increased transfer service between flights and expanding international flight capability.

The new Terminal will be constructed on the site of Terminal A, which is currently non-operational and will be demolished. This will allow for minimal disruption to current operations, on-going in Terminals B and C, during construction.

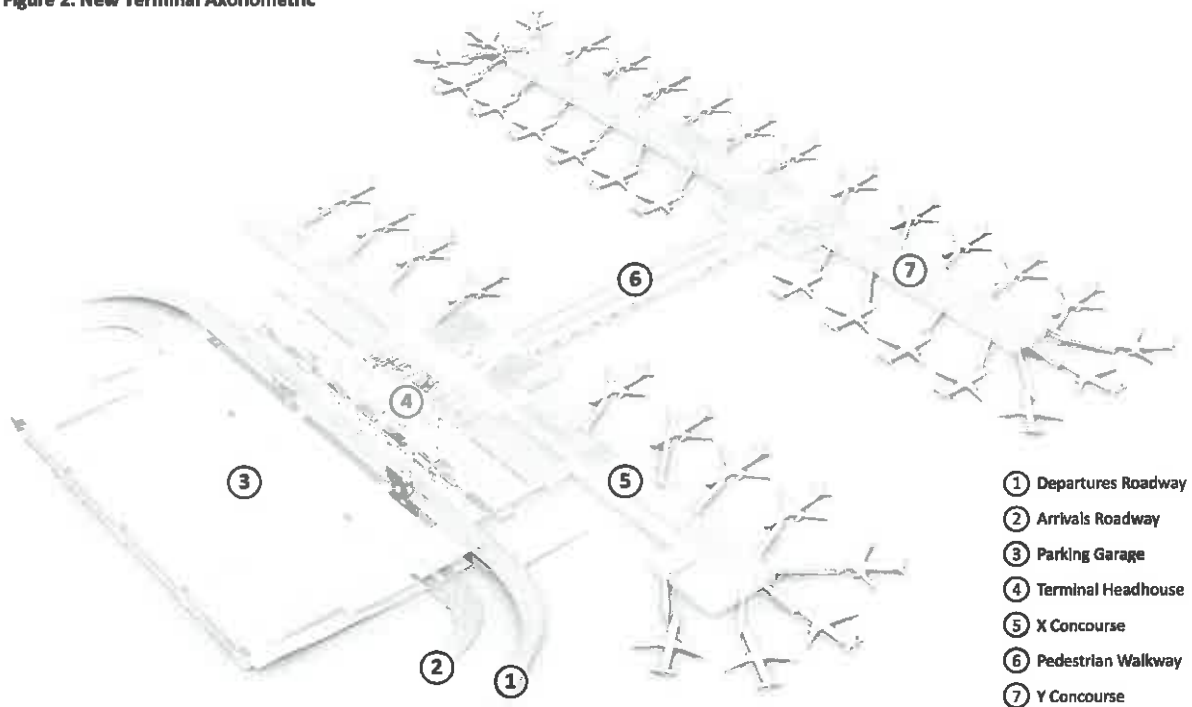


The approximately 1,093,000 square foot facility consists of thirty-nine (39) contact gates, with the capability to expand to forty-two (42) contact gates. The head house is planned to accommodate processing capacity for a 42-gate level of activity with minimal disruption as security processors are added. The gates can support a range of aircraft from Group I to Group V and includes four (4) international-capable gates, which can accommodate two (2) wide-body aircraft.

Along with the new two-level Terminal, there will be airside improvements and new Arrivals and Departures curbs. The project includes a new 16,000 square foot Central Utility Plant and a new parking garage. The garage includes two commercial vehicle curbs for buses, shuttles, transportation network companies, taxis, and limousines. Existing surface parking in the center of the airport will be re-planned. The airport roadway network will be

modified to provide seamless access to the new Terminal, garage, surface parking, and related airport facilities. Airline and passenger operations will transfer from Terminals B and C to the new Terminal upon completion of construction and commissioning. The existing Terminal B garage will be connected to the new Terminal by way of a new pedestrian walkway.

Figure 2: New Terminal Axonometric



TERMINAL

The Terminal footprint forms the letter “I”. Contact gates are located on two concourses set parallel to the head house. The concourses are connected by a pedestrian walkway. The outer “Y” concourse (west) is dual-loaded with twenty-seven (27) contact gates. The Inner “X” concourse (east) is a combination single-loaded and dual-loaded concourse with twelve (12) contact gates. The pedestrian walkway is a two-level connector with moving walkways on the passenger level and baggage handling make-up at the ground level. The Terminal layout allows expansion of the inner concourse and head house to the south.

Arrivals Level

Arrival and Departure operations are split between two levels of the Terminal. The non-secure area of the lower, Arrivals level contains baggage claim, airline baggage service offices, a United Services Organizations (USO) lounge, and an area for meeters and greeters. The secure area of the Arrivals level contains Customs and Border Patrol (CBP) and Federal Inspection Services (FIS) operations to process international arrivals, baggage handling (CBRA, CBIS, outbound make-up, and inbound systems), and ramp control. The CBP area is a standalone space with FIS and an independent inbound baggage system, baggage claim area, and sterile passenger circulation. In addition, the secure area provides back-of-house support space for Transportation Security Administration (TSA), airport and airline operations, retail and concessions, and mechanical and electrical equipment. A loading dock for goods delivery and trash removal is provided at the north end of the inner “X” concourse.

Departures Level

The upper level of the Terminal contains Departures functions as well as circulation to and from gates. The non-secure (east) area of Departures includes passenger ticketing, airline ticket offices (ATOs), baggage drop, and circulation along the front interface of the Terminal. Additional check-in and baggage drop desks are provided at the Departures curb. The non-secure area is connected to the secure area of the Departures level by an eighteen

(18) lane security checkpoint and secure corridor. Secure, airside functions include gate hold rooms, retail and concessions, a common-use premium lounge, children's play areas, areas for dwell, restrooms, and passenger circulation.

The Departures level has two (2) concessions nodes on the secure side of the security checkpoint, located at either end of the pedestrian walkway. The passenger corridor connects the inner X and outer Y concourse nodes with moving walks, while offering ample views to the airside. Shell space for two future 10,000 square foot premium lounges has been provided on the roof level above each concessions node. In addition, the secure area provides additional support space for TSA, airport operations, and airline operations.

In addition to an automated baggage screening facility meeting TSA's latest standards, the project scope includes robust IT infrastructure that can support a range of "smart" technologies that can be implemented by KCI, the airlines, and concessionaires. As a major civic building, it will incorporate works of art, as well as other amenities and elements of Kansas City identity, such as water features or fountains. The project will be designed and built to achieve LEED Gold certification and will be compliant with the Americans with Disabilities Act (ADA) design guidelines and requirements.

AIRSIDE

The airside scope of work includes demolishing, repaving, and restriping of the existing apron area and vehicle service roads (VSR) to align with the position of the new Terminal concourse and gates. In addition, the existing taxiway and taxiway network will be reconfigured to provide aircraft with efficient access between movement and non-movement areas. A new centralized deicing operation and infrastructure for electric ground service vehicles (eGSE) will provide additional airside operational support. The scope includes relocating existing utilities and services, construction of new utility services, airfield lighting and guidance signage, and communication infrastructure within the project boundary.

Apron & Taxiway Network

An updated taxiway network will facilitate aircraft movement and accommodate a range of aircraft sizes. Aircraft parking aprons and gates are designed for Group III category aircraft, with a number of gates capable of handling larger Group V aircraft. Contact gates on the east side of the outer Y concourse and west side of the inner X concourse are adjacent to two (2) ADG III-capable taxiways. An additional ADG V-capable centerline is provided in these taxiways. The remaining contact gates are accessed by a mix of single and dual taxiways. The non-movement area connects to the taxiway system through three (3) airside entrance points onto the north/south-oriented Taxiway "B" and one (1) southern point onto the east/west-oriented Taxiway "D". Twenty-five (25) Remain Overnight (RON) aircraft parking positions are provided in proximity to the new Terminal. The non-movement area, including the new deicing operation, will be monitored and controlled by virtual ramp control

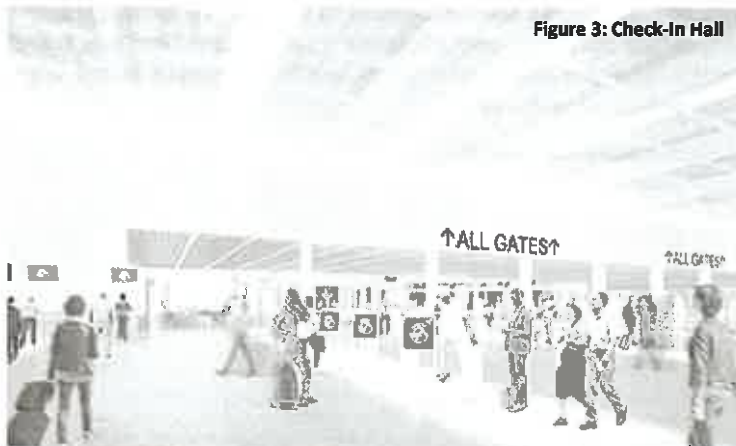


Figure 3: Check-In Hall



Figure 4: Gate Hold Room

operation, supported by a network of cameras. Space has been allocated on the lower level of the outer Y concourse for the virtual ramp control operation and infrastructure.

Deicing Operations

A separate, independent aircraft de-icing operation inclusive of deicing positions, spent glycol collection, glycol storage, and vehicle parking has been accommodated around the existing Terminals B and C apron. The facility will be designed to support thirty-nine (39) aircraft deicing operations in a one-hour period and fifteen (15) deicing positions.

The proposed deicing positions are located in between Terminals B and C and the south and east sides of Terminal C. The positions will utilize existing apron pavement. Existing pavement markings will be removed, and the area will be restriped with new markings to delineate the new deicing positions. The existing glycol collection system in this area will convey glycol contaminated runoff west from the Terminal B and C apron. South of the proposed Terminal inner concourse, a new glycol collection line will intercept the existing conveyance system and convey the runoff north to existing glycol storage retention basins. Rehabilitation of the retention basins and provisions for mechanical aeration are included in the glycol collection system scope of work, ensuring odor control and KCAD compliance with its NPDES Stormwater Permit. The deicing operation will be supported by two areas designated as Site 1 and Site 2.

Site 1 (deicing truck parking) is located at the northernmost apron area between Terminal B and C, between the proposed blast fence and International Circle access loop.

Site 2 (glycol storage and distribution and additional deicing truck parking) is located at the northern area east of Terminal C and west of Taxiway J at the intersection of the Terminal C apron. Site 2 will be provided with a new water main and conduit for new electrical service and fiber-optic cable.

eGSE

KCAD has stated their decision to start transitioning from gas powered GSE vehicles to a full electric powered GSE vehicle (eGSE) operation in a phased approach. The first phase of implementation is included in the project scope, consisting of one dual-cable/port charger provided at each contact gate. In addition, 20 dual-cable/port chargers will be provided in the baggage make-up area.

Airside Utilities & Services

Apron demolition, regrading, and repaving significantly impacts existing airside storm water infrastructure, utilities, and services, particularly those serving the Aircraft Rescue and Firefighting (ARFF) facility. Impacted utilities and services include: domestic water, sewer, storm water, glycol, natural gas, electrical, communications, and hydrant fueling.

The overall apron drainage system will utilize new and existing infrastructure for storm water collection and conveyance. Existing storm box culverts will remain and will be utilized in the new collection design. The storm water design includes provisions for a roof drainage system and a pavement underdrain system. Existing detention ponds will be evaluated to handle the new storm water collection and conveyance.

The existing sanitary sewer, domestic water, and natural gas main servicing the ARFF must be replaced due to their proximity to new apron elevations. An existing sanitary sewer pump station servicing the ARFF will also be relocated as part of this scope of work. A separate sanitary sewer main will be installed for the new Terminal. Terminal B currently provides electrical and communication service to the ARFF. New cable and conduit for these services will be provided from the new Terminal to the ARFF.

Similar to the Landside utilities, a portion of the existing, active hydrant fueling transfer mains will be relocated out of the footprint of the new Terminal, providing continued service to Terminals B and C during construction. These

replacement lines will also serve as the fuel supply for the new Terminal. Fuel will be provided to the gates by connecting to the relocated transfer mains and installing a single line bi-directional, looped piping system.

Airfield Lighting

The Airfield Lighting Electrical Vault is located in basement level of KCI's existing Central Utility Plant. The existing west route duct bank infrastructure for both the KCAD airfield circuits and the FAA circuits runs from the electrical vault, beneath the proposed parking garage, and under the north edge of the proposed apron. Relocation work will be required for the duct bank to avoid the new parking garage and construction of new entry roadway lanes. Additional relocation is required for a portion of the existing duct bank in the north apron area, where new RON parking apron extends over the duct bank's existing location. Existing circuits and fiber optic cable will be relocated and spliced or re-pulled.

Existing taxiway and taxilane edge lighting and center lighting will be removed as part of the pavement demolition and taxiway/taxilane changes. Taxiway and taxilane centerline in-pavement reflectors and/or centerline lighting will be installed as required. Likewise, existing airfield guidance signage will be removed as necessary by pavement demolition and new guidance signage installed as required with the new pavement.

LANDSIDE

The landside scope of work includes a new parking garage structure, central utility plant, new at-grade Arrivals roads, an elevated roadway to Departures, roadway network reconfiguration, surface parking, roadway lighting, roadway signage updates, and underground utility relocations.

Parking Garage

With considerations for future mass transit (Bus Rapid Transit, rail, etc.) connectivity and the multitude of transportation services being provided, the proposed parking garage will effectively function as a transportation center at the new Terminal.

The new, approximately 6,300-space parking structure is located directly across from the new Terminal. The seven-level, parking structure will be an open structure, with a façade design complementary to the Terminal architecture. Valet pick-up and drop-off occurs on Garage Level 1 (Arrivals Level). The Arrivals level of the garage includes a covered, commercial curb connected to the two-level Terminal.

Figure 5: Terminal & Garage Approach



There are two (2) roadway crosswalks at each of the Arrivals and Departures. Five (5) additional levels of parking in the Garage are located above the Departures level. Revenue management and parking guidance systems are included in the program.

The program also includes an 874-space close-in surface parking lot. The close-in surface parking lot will be on the east side of the garage and includes a functionally separated 150 space employee parking lot for KCI Airport Police, other KCAD staff parking, and secured FAA employee parking for the Air Traffic Control Tower (ATCT).

Central Utility Plant

A qualitative conditions assessment of the existing Central Utility Plant (CUP) determined KCI would benefit from constructing a new CUP, as opposed to reusing the existing CUP and infrastructure. The new CUP is sited on a greenfield at the northwest corner of the intersection of Mexico City Avenue and Paris Street. The CUP will provide chilled water, hot water, and electrical service to the Terminal.

Chilled water and hot water will be produced via new chillers/cooling towers and boilers, respectively. Electrical service will be provided by separate feeds from existing substations at Tel Aviv and the TWA Overhaul Base. Both feeders will route to the new CUP and will be distributed downstream from the new CUP in a single loop to the Terminal, new Garage and existing CUP. Emergency power will be accomplished with generators distributed around the apron. The existing CUP's electrical infrastructure will be utilized to increase service reliability and electrical redundancy to the new Terminal. In addition to floor space for chillers, boilers, and an electrical vault, the new CUP will include offices, locker rooms, workshop space, and restrooms.

The existing CUP will remain in service during construction, providing continuous chilled water service, electrical service and fiber-optic communication to Terminals B, C, and other airport facilities. The proposed Parking Garage is in direct conflict with the chilled water pipes, electrical duct bank and cable, and fiber-optic duct bank and cable distributed from the CUP to existing Terminals A and B. Therefore, the existing pipes, duct banks, and cables will be rerouted to maintain operational service for Terminal B during construction.

Elevated Roadway

New roadways will be constructed on the entrance side of the new Terminal. An elevated roadway structure will provide vehicular access to the Terminal's Departures curb. An at-grade roadway will provide vehicular access to the lower level Arrivals curb. The upper Departures and lower Arrivals roadways will each contain four (4) lanes of traffic. Two (2) pedestrian crosswalks at each roadway level facilitates passenger flow between the Garage and Terminal.

Roadway Network Reconfiguration

A section of Bonn Circle, which provides service roadway access to the existing Terminals and surface parking lots, lies within the footprint of the new Terminal and Garage. Prior to the demolition of this section of roadway, new "Eastern Access" roadways will be constructed. The "Eastern Access" roadway approach reroutes vehicular access to Terminals B and C during construction and will remain as the final roadway configuration. This scope of work includes construction of a new segment of roadway connecting inbound Cookingham Drive traffic with the northern end of International Circle. New roundabouts will be constructed at Terminal B and C, and International Circle will be restriped and resigned for two-way traffic. In addition to new roadways and roundabouts, new landscaping will be provided within the project boundary. Landscaping improvements will respond to KCAD's airport beautification initiative and the project's sustainability goals.

Roadway Signage Updates

Existing wayfinding and informational signs will be modified to reflect temporary construction access to Terminal B, Terminal C, and surface parking. Temporary pavement markings will be provided and roadway and parking lot lighting elements adjusted. Modifications to the existing roadway lighting system will be made to maintain lighting to Terminals B and C and to provide lighting for the new roundabouts and roadway improvements associated with

the "Eastern Access" configuration. New roadway signage will be provided for wayfinding to the new Terminal and Parking Garage.

Utility Relocations

Utilities and building services are circulated and distributed to the existing Terminals from a utility corridor beneath Bonn Circle. Similar to the service roadway, the utility corridor lies within the footprint of the new Terminal and Garage. Relocation of utilities and services in conflict with new construction and utility relocations are necessary to allow "Eastern Access" roadway improvements. This work will be completed prior to the start of Terminal construction, maintaining operational capabilities of Terminals B and C, the ARFF Station, and other airport facilities. The new utility corridor will be located east of the new Garage and will contain the following relocated utilities:

- Aviation Fuel
- Chilled Water
- Electrical
- FAA/KCAD Duct Bank and Cable
- Fiber Optics
- Natural Gas
- Sanitary Sewer
- Storm Sewer
- Water

All utilities serving Terminal A will be disconnected, or "cut and capped", prior to demolition of Terminal A and Garage A. Existing utilities not necessary to maintain operability of Terminal B, Terminal C and the ARFF Station shall be removed or abandoned. These facilities will remain fully operational during construction.

3



SCHEDULE OF VALUES

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DEVELOPMENT SCHEDULE OF VALUES

2/12/19

DEVELOPMENT COST

SITE CONSTRUCTION	\$	230,466,200
CONCRETE	\$	150,962,200
MASONRY	\$	12,353,050
METALS	\$	121,645,390
WOODS & PLASTICS	\$	31,475,730
THERMAL & MOISTURE PROTECTION	\$	37,895,051
DOORS & WINDOWS	\$	48,580,000
FINISHES	\$	77,782,650
SPECIALTIES	\$	12,777,100
EQUIPMENT	\$	73,477,740
FURNISHINGS	\$	4,455,240
CONVEYING SYSTEMS	\$	21,776,380
MECHANICAL	\$	145,845,380
ELECTRICAL	\$	196,380,920
DESIGN	\$	100,660,250

SUBTOTAL \$ **1,266,533,281**

DEVELOPMENT COST

MISC. CONSULTANTS	\$	5,408,000
COMMISSIONING CONSULTANTS	\$	2,000,000
TESTING & INSPECTIONS	\$	5,800,000
LEGAL/ACCOUNTING/INSURANCE COSTS	\$	1,700,000
SPV BUDGET	\$	2,016,000
PREDEVELOPMENT FINANCING	\$	750,000
GENERAL & ADMINISTRATIVE	\$	6,815,560
FIXED DEVELOPMENT MANAGEMENT FEE	\$	22,000,000
SOFT COST CONTINGENCY	\$	3,000,000

SUBTOTAL \$ **49,489,560**

EDGEMOOR TOTAL \$ **1,316,022,841**

OWNER CONTINGENCY	\$	41,400,000
PROJECT CONTINGENCY	\$	-

DEVELOPER GMP \$ **1,357,422,841**

EXCLUDING FINANCE COSTS

4



PRELIMINARY PROJECT SUMMARY SCHEDULE

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Activity Name	Start	Finish	2018	2019	2020	2021	2022
KANSAS CITY INTERNATIONAL - MASTER SCHEDULE (WORKING) - (DD: 10/01/18)							
PRE FINANCIAL CLOSE EXECUTIVE SUMMARY							
SUM-DES-1000	0 12-Feb-18	14-Dec-18					
SUM-DES-1010	0 12-Feb-18	28-Sep-18					
SUM-PRO-1030	0 12-Feb-18	18-Oct-18					
SUM-PRO-1010	0 23-Oct-18	10-Jan-19					
SUM-GMP-1000	5 03-Jul-18	05-Oct-18					
SUM-GMP-1010	0 30-Sep-18	13-Sep-18					
SUM-GMP-1020	0 14-Sep-18	20-Sep-18					
SUM-GMP-1030	0 18-Sep-18	27-Sep-18					
SUM-GMP-1040	0 25-Sep-18	28-Sep-18					
SUM-GMP-1050	0 28-Sep-18	28-Sep-18					
SUM-GMP-1060	0 28-Sep-18	28-Sep-18					
SUM-GMP-1070	46 01-Oct-18	04-Oct-18					
SUM-GMP-1080	1 05-Oct-18	05-Oct-18					
SUM-GMP-1090	3 18-Nov-18	01-Nov-18					
SUM-GMP-1100	10 15-Nov-18	15-Nov-18					
SUM-GMP-1110	1 28-Nov-18	25-Nov-18					
SUM-GMP-1120	1 25-Nov-18	26-Nov-18					
SUM-GMP-1130	32 27-Nov-18	03-Dec-18					
SUM-GMP-1140	1 03-Dec-18	03-Dec-18					
SUM-GMP-1150	293 03-Dec-18	28-Jan-20					
SUM-GMP-1160	293 03-Dec-18	28-Jan-20					
DESIGN EXECUTIVE SUMMARY							
30% Schematic							
SUM-DES-110	49 03-Dec-18	11-Feb-19					
SUM-DES-120	17 03-Dec-18	11-Feb-19					
SUM-DES-130	48 03-Dec-18	11-Feb-19					
SUM-DES-140	32 12-Feb-19	27-Mar-19					
SUM-DES-150	31 28-Mar-19	08-May-19					
SUM-DES-160	14 03-Dec-18	20-Feb-19					
SUM-DES-170	47 21-Feb-19	20-Apr-19					
SUM-DES-180	37 28-Apr-19	19-Jun-19					
SUM-DES-190	87 03-Dec-18	04-Apr-19					
SUM-DES-200	402 01-May-19	31-Jul-19					
SUM-DES-210	37 01-Aug-19	23-Sep-19					
SUM-DES-220	82 02-May-19	27-Aug-19					
SUM-DES-230	250 27-Aug-19	27-Aug-19					
SUM-DES-240	121 21-Jan-19	10-Jul-19					
SUM-DES-250	107 11-Jul-19	11-Oct-19					
SUM-DES-260	32 12-Dec-19	28-Jan-20					
SUM-DES-270	158 12-Feb-19	24-Sep-19					
SUM-DES-280	158 12-Feb-19	24-Sep-19					
SUM-DES-290	366 01-Oct-18	10-Mar-20					
SUM-DES-300	30 01-Oct-18	08-Dec-18					
SUM-DES-310	30 28-Mar-19	02-May-19					
SUM-DES-320	30 28-Apr-19	10-Jul-19					
SUM-DES-330	30 28-Apr-19	10-Jul-19					
PERMITTING							
PFR-SUM-1000							
PFR-SUM-1090							
PFR-SUM-1100							
PFR-SUM-1110							

Task filter: SUMMARY SCHEDULE.

Remaining Level of Effort Remaining Work

Actual Level of Effort Critical Remaining Work

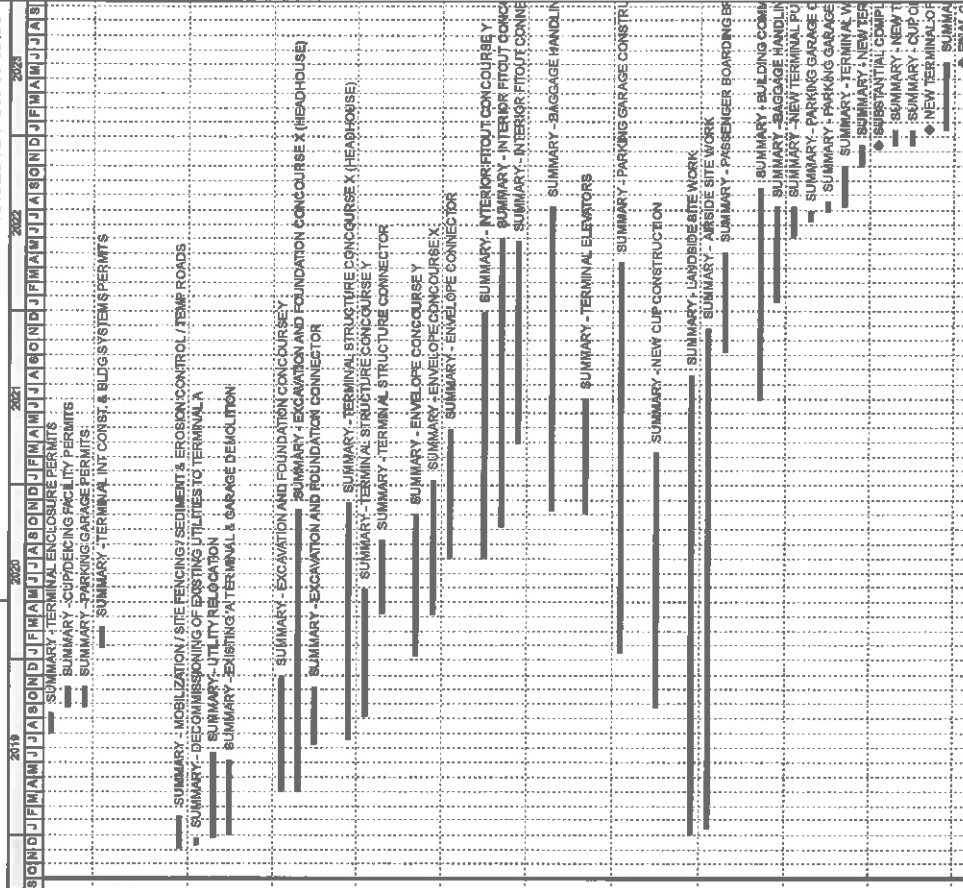
Actual Work Milestone

Page 1 of 2

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KANSAS CITY AVIATION DEPARTMENT

Activity ID	Activity Name	Remaining Duration	Start	Finish
PER-SUM-1010	SUMMARY - TERMINAL ENCLOSURE PERMITS	30	01-Aug-19	12-Sep-19
PER-SUM-1020	SUMMARY - CURBING FACILITY PERMITS	30	25-Sep-19	05-Nov-19
PER-SUM-1040	SUMMARY - PARKING GARAGE PERMITS	30	25-Sep-19	05-Nov-19
PER-SUM-1030	SUMMARY - TERMINAL INT CONST. & BLDG SYSTEMS PERMITS	1144	04-Dec-18	05-Jun-23
CONSTRUCTION				
EXECUTIVE SUMMARY				
EARLY BUILDING WORK SUMMARY				
SUM-EE-0100	SUMMARY - MOBILIZATION / SITE FENCING / SEDIMENT & EROSION CONTROL / TEMP ROADS	47	04-Dec-18	08-Feb-19
SUM-EE-0200	SUMMARY - DECOMMISSIONING OF EXISTING UTILITIES TO TERMINAL A	10	11-Dec-18	24-Dec-18
SUM-EE-0300	SUMMARY - UTILITY RELOCATION	128	28-Dec-18	21-Jan-19
SUM-EE-0380	SUMMARY - EXISTING WATER MAIN & GARAGE DEMOLITION	110	02-Jan-19	08-Jun-19
TERMINAL SUMMARY				
EXCAVATION AND FOUNDATION CONSTRUCTION				
SUM-TERM-1000	SUMMARY - EXCAVATION AND FOUNDATION CONSTRUCTION	168	03-Apr-19	27-Nov-19
SUM-TERM-1020	SUMMARY - EXCAVATION AND FOUNDATION CONCOURSE X (HEADHOUSE)	411	05-Apr-19	11-Nov-20
SUM-TERM-1010	SUMMARY - EXCAVATION AND FOUNDATION CONNECTOR	84	10-Jul-19	05-Nov-19
TERMINAL STRUCTURE SUMMARY				
SUM-TERM-1050	SUMMARY - TERMINAL STRUCTURE CONCOURSE X (HEADHOUSE)	345	18-Jul-19	24-Nov-20
SUM-TERM-1030	SUMMARY - TERMINAL STRUCTURE CONCOURSE Y	186	05-Sep-19	28-May-20
SUM-TERM-1050	SUMMARY - TERMINAL STRUCTURE CONNECTOR	108	07-Apr-20	08-Sep-20
INTERIOR FITOUT SUMMARY				
SUM-TERM-1070	SUMMARY - ENVELOPE CONCOURSE Y	208	10-Jan-20	30-Oct-20
SUM-TERM-1150	SUMMARY - ENVELOPE CONCOURSE X	195	06-Apr-20	12-Jan-21
SUM-TERM-1100	SUMMARY - ENVELOPE CONNECTOR	186	03-Aug-20	26-Apr-21
INTERIOR FITOUT CONSTRUCTION				
SUM-TERM-1080	SUMMARY - INTERIOR FITOUT CONCOURSE Y	345	03-Aug-20	22-Dec-21
SUM-TERM-1180	SUMMARY - INTERIOR FITOUT CONCOURSE X	431	06-Oct-20	09-Jan-22
SUM-TERM-1120	SUMMARY - INTERIOR FITOUT CONNECTOR	297	28-Mar-21	28-May-22
BAGGAGE HANDLING SYSTEMS SUMMARY				
SUM-TERM-1140	SUMMARY - BAGGAGE HANDLING SYSTEM CONSTRUCTION	441	10-Nov-20	05-Aug-22
TERMINAL ELEVATORS SUMMARY				
SUM-TERM-1110	SUMMARY - TERMINAL ELEVATORS	168	02-Nov-20	30-Jun-21
PARKING GARAGE SUMMARY				
SUM-CC-1070	SUMMARY - PARKING GARAGE CONSTRUCTION	589	17-Jan-20	12-Apr-22
CUP CONSTRUCTION				
SUM-CC-1000	SUMMARY - NEW CUP CONSTRUCTION	370	25-Sep-19	10-Mar-21
SITE WORK SUMMARY				
SUM-SW-1010	SUMMARY - LANDSIDE SITE WORK	671	02-Jan-19	19-Aug-21
SUM-SW-1000	SUMMARY - ARSIDE SITE WORK	731	14-Jan-19	24-Nov-21
SUM-SW-1020	SUMMARY - PASSENGER BOARDING BRIDGE INSTALLATION	145	07-Oct-21	03-May-22
CONSTRUCTION CLOSEOUT SUMMARY				
SUM-CC-1000	SUMMARY - BUILDING COMMISSIONING	306	01-Jul-21	14-Sep-22
SUM-CC-1010	SUMMARY - BAGGAGE HANDLING TESTING	140	20-Jun-22	05-Aug-22
SUM-CC-1030	SUMMARY - NEW TERMINAL PUNCHLIST	45	05-Jun-22	05-Aug-22
SUM-CC-1020	SUMMARY - PARKING GARAGE OCCUPANCY INSPECTION	15	08-Jul-22	28-Jul-22
SUM-CC-1040	SUMMARY - PARKING GARAGE DRAT PERIOD	21	29-Jul-22	19-Aug-22
SUM-CC-1060	SUMMARY - TERMINAL WEATHER DAYS	60	08-Aug-22	31-Oct-22
SUM-CC-1080	SUMMARY - NEW TERMINAL OCCUPANCY INSPECTION	30	01-Nov-22	14-Dec-22
SUM-CC-1060	SUBSTANTIAL COMPLETION OF NEW TERMINAL AND GARAGE	0		
SUM-CC-1070	SUMMARY - NEW TERMINAL ORAT PERIOD	31	15-Dec-22	14-Jan-23
SUM-CC-1120	NEW TERMINAL OPENING DAY	0	15-Dec-22	14-Jan-23
SUM-CC-1080	SUMMARY - POST OPENING DAY WORK	100	15-Jan-23	05-Jun-23
SUM-CC-1100	FINAL COMPLETION OF POST OPENING DAY WORK	0		05-Jun-23



Remaining Level of Effort █ Remaining Work







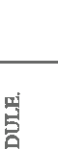





Actual Level of Effort █ Critical Remaining Work

Actual Work █ Milestones ◆

TASK filter: SUMMARY SCHEDULE.

Page 2 of 2

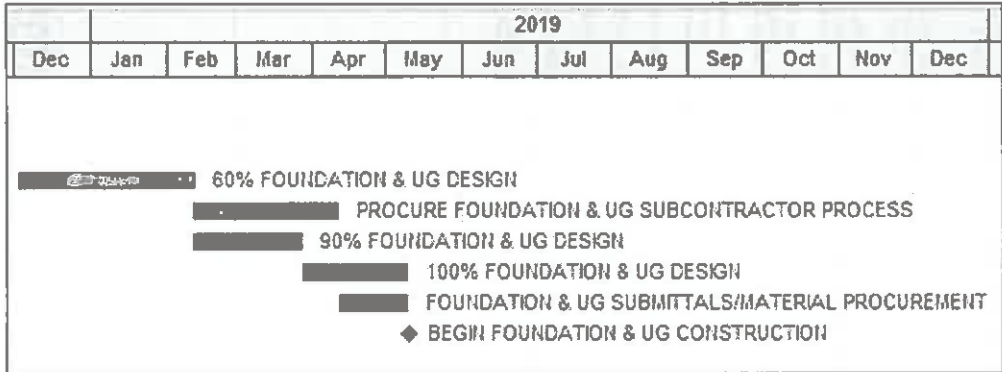
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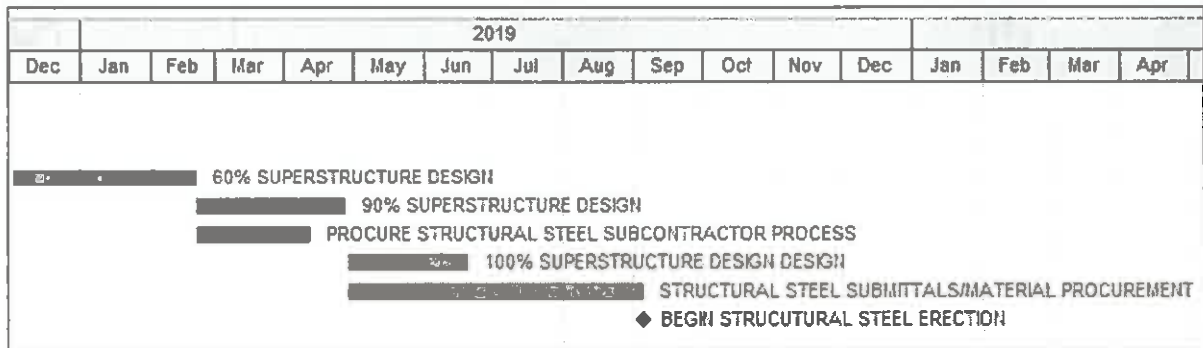
Preliminary Project Schedule Clarifications

Following are several examples of risk to project success contained in the Preliminary Project Schedule:

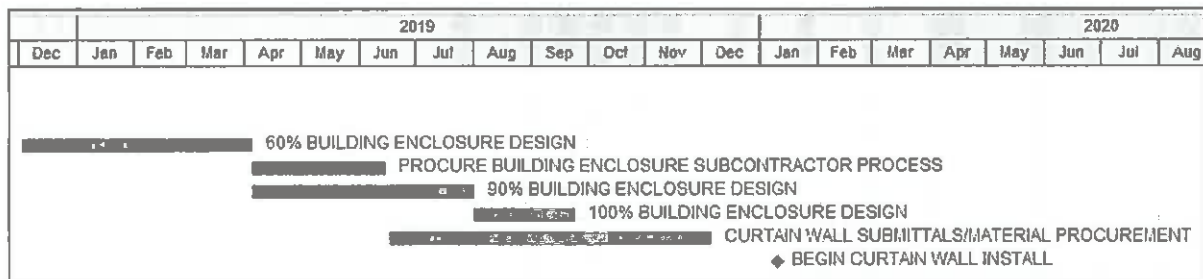
FOUNDATIONS & UNDERGROUND:



STEEL SUPERSTRUCTURE:



BUILDING ENCLOSURE:



Clarifications:

1. The enabling work including fencing, maintenance of traffic, abatement and demolition of Terminal 'A' is scheduled to begin in early December 2018 following the anticipated receipt of the approved Environmental Assessment.

2. The schedule is based on a fast-track design-build process where critical scopes of work will be procured, permitted and constructed before the design is completed for the entire project. The schedule relies on timely and comprehensive design reviews and decision making by all the stakeholders to streamline an efficient build.
3. The schedule is based upon starting the Schematic Design phase in early December 2018. This is the critical path for the terminal construction to allow for the start the foundations and structure in the field when scheduled.
4. The schedule allows for a 30-day permit review process and assume multiple phased permit issuances, including: i. deep foundations; ii. at-grade concrete foundation systems; iii. concrete superstructures; structural steel superstructures; iv. underground utilities and v. building enclosure systems.
5. The schedule requires the relocation of the valet parking area in the Terminal A garage by December 3, 2018 and the closing of Parking Lots E1 & E2, as well as rerouting the traffic on Bonn Cir., by April 1, 2019.
6. The schedule contemplates a hybrid steel and concrete structure in the terminal. A concrete podium will be located beneath head house and retail nodes where the storm shelters are proposed. The remaining structure will be steel.
7. The schedule includes 60 days of schedule allowance for the delivery of the new terminal for weather impact based on a weather data collected from the National Oceanic and Atmospheric Administration (NOAA). This time is included as activities tied to the longest path for the terminal, garage and sitework.
8. The ORAT process, which will be led by PMG, begins with the Concept Phase and progresses through all phases of design, construction and into the Warranty Phase. Owner provided training (SOP, Orientation and Familiarization) will occur at the same time as the Contractor provided training, (contract required O&M training) therefore, scheduling of training shall be coordinated by the DB and ORAT Team. Sufficient time will be allowed, pre- and post-substantial completion, for the ORAT Process, trials, simulations and Stakeholder transition into the new facilities. This time period will be determined at a later date.
9. Based on discussions with baggage subcontractors, the schedule allows for 60 calendar days of testing of the baggage handling system by the TSA. The schedule also allows for 60 calendar days of testing of the security screening checkpoint equipment.

10. The schedule contemplates leaving the existing parking garage foundations and slab-on-grade in place where feasible.
11. The schedule is based on the concept that the existing storm-water culvert that runs beneath the existing Terminal A and Garage (and will run beneath the new terminal) will remain in service without substantial modification.
12. The schedule does not contemplate building new parking lots for the relocation of the existing parking facilities, i.e. valet or taxis.
13. The schedule plans for relocating passenger vehicular traffic to the eastern-flow approach after the enabling road-work is complete.
14. The schedule does not account for handling and remediation of hazardous materials or other unforeseen conditions, including impacts that may arise from the work of an archeological investigation, other than the abatement in the existing Terminal A.
15. Any work to be provided by a consortium or third-party vendor shall be provided in accordance with the schedule.
16. The schedule anticipates a single-day, coordinated switch-over of operations from existing terminal to the new terminal.

5



CLARIFICATIONS

This document is CONFIDENTIAL and PROPRIETARY and is protected from disclosure under Chapter 610, RSMo, the Sunshine Law. Disclosure of this document will cause severe and irreparable harm to the business operations of Edgemoor Infrastructure & Real Estate, Clark/Weitz/Clarkson a JV and their parents and subsidiaries. This document is intended only for the use of Kansas City Aviation Department. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this document is strictly prohibited. If you have received this document in error, please notify Geoff Stricker immediately at geoffry.stricker@edgemoordevelopment.com and delete this document from your computer or destroy any print copies that have been made.

Tab 5 Clarifications

The Preliminary Project Program is based upon the draft KCI AIRPORT TERMINAL MODERNIZATION PROJECT DESIGN-BUILD AGREEMENT Between EDGEMOOR INFRASTRUCTURE & REAL ESTATE II LLC and CLARK/WEITZ/CLARKSON, A JOINT VENTURE and the documents prepared by SOM and their respective consultants, which are identified in the Tab 6 of the Preliminary Project Program.

Clark/Weitz/Clarkson's (CWC or Contractor) current understanding of the project schedule and scope of work is based on the Preliminary Project Program, including the clarifications listed below.

GENERAL

1. In the event of any conflicts between the Updated Concept Basis of Design and Updated Concept Design Drawings (collectively, the Updated Concept Design Package) and this document, this document governs.
2. The Preliminary Project Program is a cumulative proposal and is not a line item guarantee of costs, therefore Clark/Weitz/Clarkson is not guaranteeing any individual entry or cost as shown.
3. Utility company usage charges, tap fees, assessments, donations or cash deposits, including temporary utilities, for work associated with permanent electrical power, water and sewer availability fees, telephone service and gas services to the project will be paid for by KCAD.
4. Electric utility company charges for work associated with permanent power, primary electrical service, duct banks, transformers and vaults for the project will be paid for by KCAD. We have not included any additional costs for requirements which might be imposed by the local utility company.
5. Direct costs or fees paid to the FAA, CBP or TSA, for items such as the studies related to the FAA reimbursable agreement, will be paid for by KCAD.
6. The operational and maintenance costs for any existing equipment to remain in operation during construction will be provided by KCAD.
7. CWC will be allowed to use the Mexico City Co-location office, parking areas and proposed laydown/site areas without cost or charges. CWC will maintain its space and provide for janitorial services within its space. KCAD will be responsible for operating and maintaining the facility systems and equipment to keep the building in good operating conditions.
8. CWC will be responsible for repairs to streets or parking lots that are necessary as a result of negligent actions of CWC. CWC will be responsible for costs arising from CWC operations including cleaning storm sewer lines subjected to dirt and debris from project site. Costs arising from street or parking lot repair or maintenance resulting from normal use of existing facilities will be paid for by KCAD. CWC will install and maintain temporary construction lots. Upon completion of the project, these temporary facility improvements will be returned in the condition found prior to when the temporary facility work commenced, unless directed otherwise by KCAD.

Tab 5 Clarifications

9. The Preliminary Project Schedule has been developed in conjunction with KCAD to achieve an opening of the New Terminal by January 2023. To achieve this schedule CWC will procure subcontractors based on this schedule during the procurement phase of the project.
10. This document contemplates the work being performed on a straight time, 40-hour work week, basis or as otherwise required to meet the agreed-to schedule and budget.
11. Accrual of costs commence November 1, 2018.
12. KCAD will fund, through the payment requisition process, deposits or other unique payment terms, for work such as structural steel raw material mill order and any fabricated and stored materials, required by material or equipment manufacturers provided that the subcontractor can provide proof of insurance, adequate storage facilities and allows access to the Owner to view the materials.
13. CWC and all lower tier subcontractors/sub-consultants will utilize any available sales tax exemption programs to reduce project costs during procurement of the work.
14. Project mock-ups as installed within the building structure, in their final locations, shall be provided for quality and construction. Provisions for off-site mock-ups or temporary structures for free-standing (detached) mock-ups for material selection and quality determinations will be developed with design progression and costs or time impacts for such mock-ups will be addressed with design review and budget update approvals.
15. We have not included any proprietary manufacturers or vendors.
16. To the extent that the Contractor is required to provide a warranty of more than 12 months for any portion of the work, the Owner agrees to pursue only the Subcontractor/Supplier for any portion of the warranty in excess of the period covered by the Subcontractor's/Supplier's surety company.
17. Glass and Glazing subcontractor bonds extend one year beyond substantial completion. With respect to any warranty obligation established in the Contract Documents that exceeds one year from substantial completion ("extended warranty"), Contractor agrees to assign to Owner at the time of final completion of the Work any such extended warranty.
18. We have assumed that the Buy America Act does not apply to this Project.
19. Costs associated with the temporary and permanent relocation of the taxi and limo lots are not included. When the location and design requirements for services to be provided at the taxi and limo lot (temporary and permanent) are provided by KCAD then the final cost impact will be assessed and reviewed with KCAD for approval.
20. Costs associated with Public Art shall be paid for by KCAD.
21. Costs associated with permits shall be paid for by KCAD. CWC however, will coordinate and manage the acquisition of permits and utility connections.
22. The base electronic file used by the design team for the project was provided by TREKK and downloaded from their sharefile website on 5/4/2018. It was created from a limited electronic field survey performed by TREKK.
23. This project will be documented using Revit in the Missouri State Plane Coordinate System using ground measurements. If KCAD would like AutoCAD files, they will be provided at

Tab 5 Clarifications

the end of the project exported from Revit and converted to grid measurements, if requested by KCAD in accordance with KCMO CADD standards.

24. Operational Readiness and Training, moving/relocation of KCAD, airlines, third parties, etc. shall be provided by KCAD. CWC will cooperate with all ORAT activities as required to complete.

DIRECT COST

25. Requested allowances are included with the Preliminary Project Program Allowances section of the budget.
26. The existing slab on grade of the Terminal A garage is to remain in place where feasible using good engineering practice. CWC will coordinate this activity as required to prevent construction conflicts.
27. The existing airside paving and sub base materials which are to be removed have been assumed to be suitable for onsite fill in accordance with the geotechnical report. New, unanticipated conditions will need to be evaluated, subject to the differing site provision, and approved by the geotechnical engineer.
28. CWC will provide electronic copies of as-built plans. Costs related to updating KCAD utility or other public maps have not been included. CWC's record drawings and as-builts will update the location and configuration of utility points of connection along with existing utility alignment and existing civil work alignments and grades within and immediately adjacent to the project work limits that become apparent during project execution.
29. Existing utilities that are to be abandoned will be cut, capped and abandoned in place, where they do not interfere with the new work or on-going operations of the facility. Abandoned utilities that remain in place shall be noted as such on the as-built plans.
30. Pricing is based on factual information regarding existing conditions described in the soils and hazardous materials REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION dated September 6, 2018. If existing conditions vary from those described in the report, there may be increased costs or time requirements.
31. Onsite materials are suitable when required for fill and backfill when utilized in accordance with the geotechnical report and project specifications. New, unanticipated conditions will be evaluated, subject to the differing site provision, and approved by the geotechnical engineer.
32. Costs and time impacts associated with excavated material that contains hazards or toxins at detectable levels requiring mitigation or special handling as determined by laboratory analysis, including material that may be impacted to the extent that it is regulated by any local, state or federal laws or jurisdiction, or would be denied acceptance at a disposal site due to its environmental risk and impacted nature are not included.
33. Costs or time impacts associated with the handling, transporting, disposing or containment of materials containing asbestos, silica, lead, benzene, carbon monoxide, ethanol, oil, gasoline, PCBs or any other hazardous, toxic, or thermal irritant or contaminant solid, liquid, gaseous, or any container or portion of the work which involves

Tab 5 Clarifications

or includes such substances, except those which have been identified in the A Limited Asbestos Pre Demolition Survey dated July 18, 2018, have not been included. The Owner hereby indemnifies the Contractor against any claims, damages, losses or expenses associated with such substances and agrees to take reasonable actions to assist CWC in having any such work performed.

34. Dewatering of the project site beyond that which is anticipated with the current geotechnical studies and/or included in the cost of work budget or allowances; e.g., well points, deep wells, etc. or fees which may be required for pumping water into public sewers, is not included.

CIVIL AIRSIDE

35. The existing mechanical, electrical and plumbing equipment and associated infrastructure of the existing ARFF, which is to remain, is assumed to be in good working condition and no costs are included for upgrades or modification of this equipment for the new utility feeds.
36. The existing concrete box culvert, which runs beneath the New Terminal building, is to remain. Relocation of the box culvert has not been included.
37. Utilities to the proposed RON locations and remote GSE staging areas have not been included. We have assumed that portable lighting, if required, will be provided by others.
38. Snow-melters, if required, will be procured by others. The Revised Concept Plan anticipates utilizing 4 RON locations distributed around the new terminal for snow melting operations. During snow melting operations it is assumed that any aircraft scheduled for the four RON locations encumbered by snow melting operations will be positioned at RON locations (currently included in the maximum quantity of deicing locations) at the north east end of Terminal C until the snow melting operation is complete. Design work to show these temporary RON locations and associated drainage infrastructure will be provided.
39. Centerline lighting at the taxilanes is not included. Centerline lighting for revising the Taxiway M1 layout to accommodate the construction footprint has been included. In-pavement reflectors in the new taxilane center lines as well as taxiway centerline lighting at the transition from movement to non-movement areas are included under an allowance of \$185,000.
40. Utilities, including electrical duct banks, direct buried chilled and hot water supply pipelines servicing the new terminal from the new central utility plant are located under the apron paving.
41. Light duty concrete paving has been included in airside apron areas where aircraft wheel loads do not occur such as the perimeter of the New Terminal and light duty asphalt paving has been included at North RON tails, VSR not subject to aircraft loads and at apron shoulders.
42. Any concrete demolition debris or soil spoils in excess of that which is utilized on the project site, up to a maximum amount of 135,000 cubic yards of material, may be disposed of on KCAD property in locations approved by KCAD without cost. However, any

Tab 5 Clarifications

remaining material shall be disposed of off-site in accordance with local regulatory approvals. The budget includes an allowance of \$1,500,000 for off-site disposal of a portion of the excess materials.

43. Provisions for deicing at the new terminal gates are not included.
44. Relocation or removal of the existing airline deicing tanks is not included.
45. Electronic message boards and other automated systems at the deicing positions are not included.
46. Exterior Wireless Access Points (WAPs) will be mounted to fixed structure and are not included in the ends of the passenger boarding bridges. Specifications for the passenger boarding bridges will include provisions for WAPs on the passenger boarding bridges. The project will provide power (excluding power at Passenger Boarding Bridges) and data POC for all airside WAP locations.
47. Emergency eye wash stations at the ramp level for jet fueling or other operations are not required by code and however an allowance of \$200,000 is included in the budget for providing emergency eye wash stations in a quantity and quality as determined by KCAD.
48. Removal of the existing apron concrete paving and sub base materials are included; however, we have assumed the existing subgrade is to remain in place with no modification or remediation unless disturbed by pavement and subgrade removal. An allowance of \$1,000,000 for unforeseen conditions beneath pavement areas is included in the GMP.
49. The existing FAA and KCAD duct banks that are shown to be existing to remain, including those that are reused, are in suitable condition and contain open pathways for our use.
50. Modifications or upgrades to the existing fuel hydrant system, outside the area of the new Terminal development, including the airport fuel farm, are not included. Connection of the Emergency Fuel Off Switch monitoring to the control station for the fuel vendor will be provided by independent network connection. Fuel system will meet and/or exceed NFPA recommendations and other applicable code requirements. Review of design deliverables and field installations by KCAD will be done in conjunction with the Fuel Consortium.
51. Two gates and portions of the apron area at the north east end of Terminal B will be closed to accommodate construction of the south end of Concourse X. The Southwest Airline baggage handling system located on the apron outside of Terminal B will remain in service and will be protected by construction or AOA fencing, as required, located approximately ten feet from the baggage handling facility.
52. Accommodations for the results of Airside Simulation Models being prepared by KCAD and FAA are not included in the budget as no accommodations or modifications of the current design have been requested as a result of the simulation models.

LANDSIDE

53. Modification, rehabilitation or upgrades to the existing road bridges, which are to remain, at Terminals B and C, if required, will be performed by others at no cost to CWC excluding new roadway connections for new terminal roads.

Tab 5 Clarifications

54. Costs associated with the loss of revenue due to the shut down or removal of existing revenue generating spaces such as parking are not included. CWC will work with KCAD to minimize revenue impacts and will assist with relocating a toll collection booth in the E lots.
55. A covered, partially open (wind screening) and nonconditioned, walkway from Terminal B garage stair tower for staff to the New Terminal is included. It is assumed that Terminal B will be demolished but the roadway and sidewalks in front of Terminal B will remain and therefore the current Terminal structure will not be used as part of the walkway.
56. Modification, rehabilitation and upgrades at Terminal B and C garages, which are to remain, are not included except for updates to revenue collection system devices to allow for common revenue collection platform and necessary signage in garage B for modified garage use. An allowance of \$1,008,000 is included for revenue collection equipment upgrades and license plate recognition systems at the B and C Garages and the economy parking lots.
57. Selective thinning, clearing, root pruning of existing trees is not included.
58. Two separate paths for the fiber optic service from the existing telecommunications demarcation point in the existing Police Building / CUP to the terminal have been included, Fiber optic cabling to the KCAD Administrative Building (601 Brasilia) is not included in the budget. When the design requirements for services to be provided are determined, CWC will estimate the cost of pulling fiber optic cables in the conduit and the final cost impact will be provide for consideration by the Owner.
59. We have included an allowance of \$2,000,000 for (2) fountains. (1) \$1,500,000 allowance for an exterior fountain adjacent to the new terminal loading dock and (1) \$500,000 allowance for an interior element (which might be a digital display).
60. The existing building foundations of Terminal A and Terminal A garage will be cut off 3 feet below existing grade and remain to the extent feasible and in accordance with the design parameters.
61. Removal of the utilities, gas, water, electric, chilled water, etc. that feed Terminals B and C is not included. Abandonment and stabilization of hydrant fuel system for Terminals B and C will be by others.
62. New or modified traffic signalization at existing road intersections is not included as determined by traffic engineers.
63. The elevated roadway is provided as a precast deck structure with a cast-in-place topping surface supported by either precast beams or cast-in-place beams atop cast-in-place columns.
64. Lighted crossing signs for all pedestrian crossings at the Arrivals and Departure roadway is included.
65. It is assumed that the mass transit plan for rail service to the terminal will be accommodated in the area east of the proposed parking garage structure.

PARKING GARAGE

Tab 5 Clarifications

66. Our proposal is based up on a structural precast garage, with ingress and egress speed ramps, with approximately 6,350 parking spaces.
67. A pedestrian tunnel from the new parking garage to the new terminal is not included.
68. An individual parking space guidance system is included in the parking garage and includes at valet spaces.
69. A license plate recognition system at the New Garage entries and exits is included. License plate recognition cameras at entries and exits of all existing KCI parking areas is included.
70. Steel stairs with concrete fill are included.
71. Galvanized mesh has been included at topping slabs.
72. Additional provisions for anti-terrorism force protection systems and progressive collapse are not included within the garage structure.
73. Grey cement and form finished spandrels has been included for all precast.
74. Stainless steel flange connectors in precast tees and black steel column base plates located below finish floor have been included.
75. A post applied sealer has been included for all garage slabs and ramps. Traffic coatings are not included.
76. Costs associated with Solar Reflectance Index (SRI) toppings at the roof (topmost parking deck) are not included; however, if required for LEED, a value for such topping has been identified for consideration of inclusion in the project scope.
77. Elevator cabs do not have vision glass panels and stairs and elevator waiting areas are provided as open (non-enclosed) on Levels 0 thru 4. CWC will assist KCAD in evaluating feasibility and additional costs of providing radiant heaters at the elevator waiting areas.
78. Spandrel panels are included in lieu of barrier cables. No barrier cables are included.
79. Painting of columns, walls, ceilings, mechanical, electrical or sprinkler piping (unless required by code), except for wayfinding and signage, is not included.
80. A full sprinkler coverage at the commercial curb lanes is included. The remainder of the parking garage is protected by dry standpipes only.
81. A snow melt system for the garage structure ingress and egress lanes is included. We have assumed that a snow melt system is not required for the garage roof however CWC will work with KCAD to propose a snow removal program from the roof area for operations personnel. The program may include snow storage areas on the roof that will not require higher structural capacity but will include coordinated drain catchment areas to allow containment and removal of water resulting from snow melting so as to prevent ice formation in pedestrian and vehicular travel areas.
82. Security camera coverage has been included at egress points (stairs, elevators and ingress/egress lanes) and duress stations.
83. Parking bumpers are included at all perimeter spaces.
84. Enclosed toll booths for staffed positions at 6 exit toll booths (supporting 10 exit lanes) are included. No staffed booths are included at the garage or surface lot entry gates.
85. Employee card access, as part of the revenue collection system, has been included for Existing Garages B and C, and the surface lot east of the New Garage (staff parking lot).

Tab 5 Clarifications

86. A 750kw diesel generator with integral tank has been included for life-safety power for the parking garage.
87. Induction loops at the commercial curb lanes for bus charging are included.
88. Duress stations are included in the parking structure and will coordinate with facility security systems.

BAGGAGE HANDLING SYSTEM

89. A belted baggage handling system that includes seven (7) domestic and one (1) international sloped plate claim units and ten (10) bag make-up units on the outbound system is included.
90. We have assumed that a baggage system or bag drop off is not required at the parking garage. Baggage system for curbside check-in at the departure area of the Terminal is included.
91. Thirty inches (30") of additional vertical clearance has been allocated to accommodate the spatial requirements of an ICS.
92. The additional terminal area, that might be required to support an ICS system, is not included.
93. Procurement, delivery, installation, and commissioning of the following TSA provided equipment is not included: Level 1 EDS machines for inline baggage screening. Level 2 On-Screen Resolution (OSR) computers and monitors; Level 3 Search Viewing Stations; Explosive Trace Detection (ETD); and EDS machines for scanning out-of-gage baggage (as required). The Design Builder will provide power and data cabling to the designated locations and will coordinate with and assist TSA with its installation and commissioning of its equipment and furnishings.
94. Procurement, delivery, installation and commissioning of the TSA bag screening systems at the passenger screening checkpoint is not included. The Design Builder will provide power and data cabling to the designated locations and will coordinate with and assist TSA with its installation and commissioning of its equipment and furnishing.

CENTRAL UTILITY PLANT

95. Geothermal or photovoltaic systems are not included.
96. Chilled water piping will be routed from the new central utility plant location to the new Terminal however it will not be tied into the existing central plant.
97. A hoist beam running north and south over the center of the chillers has been included. No other hoist beams, lifts or cranes are included.
98. Exterior electric service transformers, switchgear or trash dumpster are not enclosed but security fencing is included.
99. A generator for the CUP is not included.
100. Based on initial studies and discussions with utilities, it is assumed that the existing utilities in the vicinity have the capacity to support the new CUP.
101. Oversized cooling tower basins are not included.
102. Trees that are directly in conflict with the CUP construction are scheduled for removal.

Tab 5 Clarifications

103. Capacity in the CUP equipment to support structures outside of the new terminal are not included.
104. A new standalone building controls system has been included. Expansion or integration to the existing building controls system is not included. The new controls system will facilitate client access to the existing controls system.
105. A 200-ton air cooled chiller system at the existing CUP has been included to support the police building once terminals B & C are offline. This is based on our understanding of the system based on field walks with KCAD personnel. No other costs for demolition, expansion, rehabilitation, mothballing, etc. have been included for the existing CUP.
106. Plume mitigation studies to be performed and mitigation measures will be provided if necessary for the new cooling towers.

PASSENGER BOARDING BRIDGES

107. Passenger Boarding Bridges will be procured, installed, commissioned and paid for by KCAD (or airline consortium) in coordination with CWC. CWC will provide plans and specifications for the Passenger Boarding Bridges.
108. Relocation or removal of the existing passenger boarding bridges at Terminals A, B or C will be planned, managed and paid for by KCAD in accordance with the project schedule.
109. A centralized pre-conditioned air system is not included but individual boarding bridge PCA units are assumed to be procured with the passenger boarding bridges.

TERMINAL

110. Terminal planning and design is based on the Design Day Flight Schedule (DDFS) by Landrum and Brown and related analysis provided by Leigh Fisher.
111. In order to reduce costs without diminishing quality, CWC may utilize non-AISC certified miscellaneous metals subcontractors for this project upon receipt of KCAD's approval. All work will be performed in accordance with AISC standards and quality.
112. Low iron glazing is not included however if required, cost impacts will be assessed for the project.
113. Fireproofing of the columns, roof steel or deck within the building except in rooms separated with 2, or more, hour rating is not included per the local building department.
114. A TPO roofing, selected from manufacturer standard colors, for the terminal has been included.
115. Exterior maintenance operations, including window washing, can be accessed from the ground level via man lifts. Window washing systems are not included.
116. Elevators to accommodate vehicles or golf carts are not included.
117. Space allocation within the building for the CBP program is based on the current methodology (similar to that utilized at Terminal C's recent FIS renovation project) of processing passengers in lieu of the program provided by CBP.
118. All known space needs of the airlines, CBP, TSA and KCAD are accommodated within the current footprint of the building, except for space that may be necessary for an ICS baggage handling system.

Tab 5 Clarifications

119. Common millwork shells at leased and non-leased ticketing counters including scales and gate counters are included. Millwork inserts and equipment at leased gates will be furnished and installed by the airlines. Millwork inserts and common use equipment at City gates is included.
120. Two monitors on the backdrop millwork at each gate (leased and unleased) are included. These monitors will be utilized to display content generated by the gate operator.
121. All equipment at ticketing and gate counters for leased gates will be furnished and installed by the airlines, including the servers to support this equipment. Cabling and terminations to the millwork shells have been included.
122. Eight common use kiosks are included. All other kiosks will be furnished and installed by the airlines. Power and data drops to all kiosks are included. Owner will require use of single standard kiosk-stand prototype for all kiosks. Standard design of the kiosk shell will be by Design-Builder. Non-common use kiosk equipment will be provided by the airlines.
123. Kiosks or baggage systems in the garage or the rental car facility are not included.
124. Software for implementing common use at self-service kiosks, ATO counters, and at gates is included for City gates. Software for implementing common use at self-service kiosks, ATO counters, and at gates is not included for dedicated use gates however Owner has requested that Design-Builder include the design and specifications for such software system. Design-Builder will provide for a competitive procurement of the software system that will be acquired by KCAD. CWC will assist KCAD in the procurement of this system.
125. Fire Alarm relocation from Terminal A to be performed by C&C will be paid for by KCAD.
126. A first bag last bag system is included as part of the airport operations and passenger management software package noted in item 131 below.
127. An allowance of \$250,000 for KCAD server expansion or KCAD infrastructure upgrades at the head end is included. Relocating or reconfiguring any KCAD IT infrastructure from Terminals B or C if they are shelled or demolished will be performed and paid for by KCAD.
128. Reconfiguring fiber or infrastructure at the main airport fiber demarcation will be managed and paid for by KCAD.
129. Outfitting, installing or purchasing airline terminal equipment, servers and devices will be provided by others at no cost to CWC.
130. A resource management system, gate management system, departures controls system, or baggage claim management system are not included.
131. An allowance of \$1,500,000 for a new or expanded airport operations or passenger database is included. The AODB is assumed to include the FIDS software and a First-Bag, Last-Bag system. The allowance shall cover design, procurement and installation of the system. KCAD shall be responsible for content on the database.
132. A new concession point of sale system is not included.
133. Migration or mapping of the existing lighting control system to the new lighting control system is not included. This budget assumes that the existing lighting control system will be accessed via a client portal or web link in the new BMS.
134. A wireless lighting controls system is not included however the solicitation for the lighting control package will include an alternate for wireless lighting control.

Tab 5 Clarifications

135. A passenger boarding bridge control software is not included. Select points from each PBB will be monitored by the BMS for fault and alarm monitoring only. The BMS will not be capable of controlling the PBB's. Design and specifications of a monitoring & control software package and shall be included with the PBB procurement package.
136. This proposal is based on the extent of integration shown in the Systems Integration Matrix included in the Updated Concept Design Package.
137. Rework, relocate or refurbish head end devices at the airport operations center in the existing police building will be performed and paid for by KCAD. It is assumed that there is adequate physical space for new system head ends at this location. Additional capacity required as a result of adding additional system demand will be provided for via an allowance of \$250,000 within the GMP.
138. Integration of existing access control and video management systems in this proposal is based on the device count provided to CWC by KCAD.
139. Cameras on the roadways, surface parking lots, bridges or any other areas outside of the buildings in this scope of work is not included.
140. CWC will develop a coordinated construction model that facilitates the input of an asset registry. CWC has included an allowance for completion of an asset registry, asset tagging, and correlate submittals and shop drawings to the asset tags and conformed the construction model. Work must be in a COBie compliant format that meets Owner standards that can be used to create the MAXIMO asset registry and supporting submittal documentation. Owner will perform the actual import of the COBie files and locate the submittals, shop drawings, and warranties on the MAXIMO server. Owner will input maintenance data and scheduling data into MAXIMO upon successful completion of the COBie upload.
141. A video wall or digitized wayfinding system is not included.
142. Decommissioning the existing public-address system, if required, will be performed by and paid for by KCAD.
143. Improvements, modifications or reconfigurations of the existing radio system or antenna farm are not included.
144. Infrastructure (speakers, strobes, wiring) for the early warning system is included. It is our understanding that the existing early warning system can be supplemented with a new device on the roof of the new terminal. Any other relocation work, if required, will be by KCAD.
145. An induction loop for enhanced audio purposes is not included.
146. Rough in or infrastructure for biometric devices is not included. Biometric devices and implementation will be evaluated as the design progresses and the regulations surrounding the deployment devices advances, this will be evaluated.
147. Public Transportation Duty escalators and moving walks are included. We have assumed that APTA Public Transit Duty standards do not apply.
148. Infrastructure for branding, advertising or digital displays are not included. Work required for 3rd party branding and advertising will be provided by others.

Tab 5 Clarifications

149. Smoke control or smoke evacuation is not included. It is our understanding that smoke control is not required in this facility based on conversations in meetings with the Authorities Having Jurisdiction.
150. Trap guards in lieu of trap primers are included.
151. A gray water system is not included.
152. Piping for the grease system is included as cast-iron w/heat trace where required.
153. Natural gas will be routed at 5 psi to tenant spaces, as required. Each tenant, paid for by others, will be required to reduce pressure if required.
154. Harmonic filtration above and beyond the local harmonic filtration devices included on the equipment is not included. We also have not included any costs for increased transformer ratings.
155. Static transfer switches in the IDF and MDF's are not included.
156. The program scope noted below have been identified as remaining open and will require monitoring and further study during the next phase of design.
 - a. Refinement of the Ceiling Systems and Scope within the Headhouse, Retail Nodes and Concourses.
 - b. Provide a Non-Ramp Level Outside Air Source.
 - c. Provide Glare / Heat Gain Mitigation Measures for East and West Facing Glazing.
 - d. Coordination of the Existing Box Culvert
 - e. Valet Parking Solution
 - f. Curb Lane vs Commercial Lane for TNC drop-off & pick up
 - g. Define the Boundary/Limits of the Landside Scope and Refinement of the Site Beautification (Allowance of \$1,000,000 is included in the budget)
 - h. Define the Boundary/Limits of the Landside Signage
 - i. Power and data for digital advertising (equipment and systems for digital advertising are not included)
 - j. Power and data for Hold Room news feeds (equipment and systems for news feeds are not included)
 - k. Airport Static and electronic wayfinding systems
All of the above will be considered through the design process.
157. Per the MCI Potential Cost Scope Reductions Summary provided on September 27, 2018 the following scope is not included:
 - a. Hold Room Seating - Procurement, Installation, Storage, etc.
 - b. Passenger Boarding Bridges (PBB) - Procurement, Installation, Storage, Pre-Conditioned Air, Accessories, Potable Water Cabinets, etc. CWC will provide the following services for the PBB to or on the face of the new terminal building: three electrical disconnects, one potable water backflow preventer and one IT raceway with pull string from the PBB to the nearest IDF. KCAD will provide 400 Hz frequency converters in accordance with the harmonic distortion plan for the project.
 - c. De Icing Blending Stations and Mixers as well as the Support Buildings.

Tab 5 Clarifications

- d. Terminal B and C Demolition including the Terminal B and C garage modifications, landside roadway upgrades or removal, utility relocations, hydrant fueling system removal, and PBB removal.
- 158. An allowance of \$225,000 is included to address costs for providing Rapid Refill hydrants for the ARFF trucks. Quantity and locations are to be defined with KCAD.
- 159. An allowance of \$250,000 is included to address costs for airside sand interceptors within the storm-water collections system.

6



DESIGN AND REFERENCE DOCUMENTS

This document is CONFIDENTIAL and PROPRIETARY and is protected from disclosure under Chapter 610, RSMo, the Sunshine Law. Disclosure of this document will cause severe and irreparable harm to the business operations of Edgemoor Infrastructure & Real Estate, Clark/Weitz/Clarkson a JV and their parents and subsidiaries. This document is intended only for the use of Kansas City Aviation Department. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this document is strictly prohibited. If you have received this document in error, please notify Geoff Stricker immediately at geoffry.stricker@edgemoordevelopment.com and delete this document from your computer or destroy any print copies that have been made.

Tab 8 Design and Reference Documents
(10/29/2018)

- For a list of KCAD provided reference documents, please see the attached document titled “List of KCAD Provided Reference Documents,” dated 7/27/2018.
- Memos from the Project Management Committee to the Steering Committee for the KCI Airport Terminal Modernization project that have informed, guided or directed the project are as follows:

Memo No.	Subject	Date
01	CONDUIT ISSUER	3/06/2018
02	BOND COUNSEL	3/06/2018
03	GATE COUNT DIRECTION	3/06/2018
04	FISCAL AGENT	3/20/2018
05	BOND UNDERWRITERS	3/20/2018
06	BOND COUNSEL	4/17/2018
07	DISCLOSURE COUNSEL	4/17/2018
08	MAPS DOCUMENT	7/10/2018

- The KCI Airport Single Terminal Project Community Workforce Agreement, dated August 27, 2018, is made part of this List of Contract Documents.
- In addition to the Geotech information provided in Appendix A of the Updated Concept Design Basis of Design document, dated 9/28/2018 (see page 9 below), the following correspondence augment the Geotechnical information upon which the project is based:

Letter No.	Subject	Date
5	USE OF ON-SITE MATERIALS AS BACKFILL (Memo by TSI Geotechnical, Inc.)	10/09/2018
13363	REVIEW OF SUITABILITY OF RE-USE OF ON-SITE FILL (Letter by Mueser Rutledge Consulting Engineers)	10/05/2018

- In addition to the Terminal Gate Planning information provided in Appendix F of the Updated Concept Design Basis of Design document, dated 9/28/2018 (see page 9 below), the following documents inform the Planning information upon which the project is based:

Item	Subject	Date
1	DESIGN DAY FLIGHT SCHEDULE (DDFS) (Received of AvAirPros 2018-01-08)	None
2	GATE SCHEDULES FOR 2025 AND 2030 (Received of AvAirPros 2018-01-08)	None
3	EMAIL FROM SHERI ERNICO, LEIGH FISHER RE: HYPOTHETICAL TRAFFIC FORECAST SCENARIOS	4/10/2018
4	MCI 2017 DDFS SUMMARY BASELINE & SCENARIOS (Prepared by Leigh Fisher)	4/10/2018

- The Preliminary Project Program and GMP are based upon documents prepared by SOM and their design team consultants, which are identified below.

1. Early Start Group 2 and 2A Packages – Specifications prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Section No.	Section Title	Date
01 11 00	SUMMARY OF WORK	10/22/2018
01 26 00	CONTRACT MODIFICATION PROCEDURES	10/22/2018
01 31 00	PROJECT MANAGEMENT AND COORDINATION	10/22/2018
01 31 50	SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)	10/22/2018
01 32 00	CONSTRUCTION PROJECT DOCUMENTATION	10/22/2018
01 33 00	SUBMITTAL PROCEDURES	10/22/2018
01 50 00	TEMPORARY FACILITIES AND CONTROLS	10/22/2018
01 50 05	WSD 01500 TEMPORARY FACILITIES AND CONTROLS	10/22/2018
01 56 60	WSD 01566 CLEANUP OPERATIONS	10/22/2018
01 57 00	WSD 01570 TEMPORARY EROSION SEDIMENT CONTROL	10/22/2018
01 60 00	PRODUCT REQUIREMENTS	8/30/2018
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	10/22/2018

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Section No.	Section Title	Date
01 70 10	WSD 01700 TRAFFIC CONTROL	10/22/2018
01 74 19	CONSTRUCTION WASTE MANAGEMENT & DISPOSAL	10/22/2018
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS	10/22/2018
02 40 00	DEMOLITION	9/14/2018
03 30 00.04	CAST-IN-PLACE CONCRETE FOR FUELING	10/22/2018
03 30 00.05	WSD 03000 MISCELLANEOUS CONCRETE	10/22/2018
05 56 00	WSD 05010 MANHOLE CASINGS	10/22/2018
09 97 13	FUEL SYSTEM COATINGS	10/22/2018
23 21 13.13	UNDERGROUND HYDRONIC PIPING	10/22/2018
26 05 19	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	10/22/2018
26 05 23	CONTROL VOLTAGE ELECTRICAL POWER CABLES	10/22/2018
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 29	HANGERS AND SUPPORTERS FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 42	DIRECTIONAL BORING	10/22/2018
26 05 44	SLEEVES AND SLEEVE SEAL FOR ELECTRICAL RACEWAYS AND CABLING	10/22/2018
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	10/22/2018
26 05 74	LOW VOLTAGE ARE FLASH HAZARD ANALYSIS	10/22/2018
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	10/22/2018
26 42 14	CATHODIC PROTECTION – GALVANIC	10/22/2018
27 05 26	GROUNDING AND BONDING FOR COMMUNICATION SYSTEMS	10/22/2018
27 13 00	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	10/22/2018
31 00 00	SS-120 SITE PREPARATION	8/30/2018
31 00 10	SITE PREPARATION AND EARTHWORK FOR FUELING	10/22/2018
31 00 20	WSD 02200 SITE PREPARATION AND EARTHWORK	10/22/2018
31 23 00	P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT	8/30/2018
32 10 26	WSD 02575 SURFACE RESTORATION	10/22/2018
32 13 13	WSD 02510 PORTLAND CEMENT CONCRETE SIDEWALKS, DEIVEWAYS, RAMPS	10/22/2018
32 16 13.13	WSD 02528 PORTLAND CEMENT CONCRETE CURBS	10/22/2018
32 17 23	P-620 RUNWAY AND TAXIWAY PAINTING	8/30/2018
32 31 13.10	F-162 CHAIN LINK FENCE	10/22/2018
32 31 20	PORTABLE JET BLAST DEFLECTORS	8/30/2018
32 92 19	WSD 02930 SEEDING	10/22/2018
32 92 23	WSD 02931 SODDING	10/22/2018
33 01 12	WSD 02702 DEWER AND MANHOLE TESTING	10/22/2018
32 01 30.79	WSD 03362 MANHOLE REHABILITATION	10/22/2018
33 05 19	WSD 02620 DUCTILE IRON PIPE FOR WASTEWATER	10/22/2018
33 05 31.11	WSD 02624 PVC GRAVITY SEWER	10/22/2018
33 05 39	WSD 02605 PRECAST CONCRETE STORM STRUCTURES	10/22/2018
33 05 61	WSD 03370 SEWER MANHOLE CONSTRUCTION	10/22/2018
33 10 10	WSD 02510 WATER UTILITY FACILITIES	10/22/2018
33 30 10	WSD 02505 PRIVATE BUILDING SEWERS	10/22/2018
33 42 00	WSD 02630 STORM SEWERS	10/22/2018
33 52 43	FUEL SYSTEM GENERAL PROVISIONS	10/22/2018
33 52 43.11	FUEL SYSTEM PIPING SPECIALTIES	10/22/2018
33 52 43.13	AVIATION FUEL PIPE, FITTINGS, AND INSTALLATION	10/22/2018
33 52 43.15	FUEL SYSTEM GENERAL VALVES	10/22/2018
33 52 43.24	FUEL SYSTEM INSPECTION, TESTING, AND FLUSHING	10/22/2018
33 52 43.30	FUEL SYSTEM SERVICE PITS AND ACCESS COVERS	10/22/2018
34 73 30.01	SS-140 DEMOLITION AND DISPOSAL	10/22/2018
34 73 30.04	P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT	10/22/2018
34 73 40	P-153 CONTROLLED LOW-STRENGTH MATERIALS	10/22/2018
34 73 42.01	P-209 CRUSHED AGGREGATE BASE COURSE	10/22/2018

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Section No.	Section Title	Date
34 73 42.02	P-219 RECYCLED CONCRETE AGGREGATE BASE COURSE	10/22/2018
34 73 44.02	P-403 PLANT MIX BITUMINOUS PAVEMENTS	10/22/2018
34 73 44.03	P-602 BITUMINOUS PRIME COAT	10/22/2018
34 73 44.04	P-603 BITUMINOUS TACK COAT	10/22/2018
34 73 46	STRUCTURAL PORTLAND CEMENT CONCRETE	10/22/2018
34 73 47	P-620 RUNWAY AND TAXIWAY MARKING	10/22/2018
34 73 50.01	SS-300 BASIC ELECTRICAL REQUIREMENTS	10/22/2018
34 73 50.02	SS-301 ELECTRICAL DEMOLITION AND RELOCATION WORK	10/22/2018
34 73 50.06	SS-307 AIRPORT LIGHTING CONTROL SYSTEMS	10/22/2018
34 73 51.04	L-108 UNDERGROUND POWER CABLE FOR AIRPORTS	10/22/2018
34 73 51.06	L-110 AIRPORT UNDERGROUND ELECT. DUCT BANKS AND CONDUITS	10/22/2018
34 73 51.07	L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES	10/22/2018
34 73 55.01	C-1391D INSTALLATION, TERMINATION, SPLICING AND TRANSIENT/ SURGE PROTECTION OF UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM POWER CABLES	10/22/2018
34 73 55.02	E-2013E CABLE, ELECTRICAL POWER, EXTERIOR 600 VOLTS	10/22/2018
34 73 55.03	E-2042C CABLE, ELECTRICAL CONTROL, EXTERIOR	10/22/2018
34 73 55.04	E-2072C CABLE, TELEPHONE, EXTERIOR	10/22/2018
34 73 55.05	SO-STD-71 SPECIFICATIONS FOR INSTALLATION AND SPLICING OF UNDERGROUND STD-019F LIGHTNING AND SURGE PROTECTION, GROUNDING, BONDING AND SHIELDING REQUIREMENTS FOR FACILITIES AND ELECTRONIC EQUIPMENT	10/22/2018
34 73 55.06	ORDER 6000.36A COMMUNICATIONS DIVERSITY	10/22/2018
34 73 55.07	ORDER 6000.36A COMMUNICATIONS DIVERSITY	10/22/2018
34 73 60	D-701 PIPE FOR STORM DRAINS AND CULVERTS	10/22/2018
34 73 63	D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES	10/22/2018
34 73 70	T-901 SEEDING	10/22/2018
34 73 71	T-904 SODDING	10/22/2018
34 73 72	T-905 TOPSOILING	10/22/2018
34 73 73	T-908 MULCHING	10/22/2018
Appendix A	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FORM	June 2015
Appendix B	TELECOMMUNICATIONS INFRASTRUCTURE DESIGN AND CONSTRUCTION GUIDELINES	11/19/2004

2. Early Start Group 2 Package - Demolition of Terminal A Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Sheet No.	Sheet Title	Date
NONE	COVER SHEET	9/14/2018
D-001.00	NOT USED	---
D-002.00	TERMINAL A - GENERAL NOTES / SHEET INDEX	9/14/2018
D-003.00	TERMINAL A - SALVAGE ITEMS BY OTHERS	9/14/2018
D-004.00	TERMINAL A - EXISTING SITE / GENERAL LAYOUT	9/14/2018
D-007.00	DEMOLITION HAUL ROUTE ACCESS ROAD, STOCKPILES AND PROCESSING AREAS	9/14/2018
D-008.00	NOT USED	---
D-009.00	TERMINAL A - STOCKPILE DETAILS	9/14/2018
D-011.00	TERMINAL A - GRADING / LAND DISTURBANCE PLAN	9/14/2018
D-012.00	TERMINAL A - SCOPE OF DEMOLITION & PAVEMENT REMOVAL	9/14/2018
D-013.00	NOT USED	---
D-014.00	NOT USED	---
D-017.00	NOT USED	---
D-018.00	TERMINAL A - DEMOLITION OF MISCELLANEOUS ITEMS - PHOTOS	9/14/2018
D-019.00	TERMINAL A - DEMOLITION OF MISCELLANEOUS ITEMS - PHOTOS	9/14/2018
D-020.00	NOT USED	9/14/2018
D-021.00	NOT USED	---
D-022.00	NOT USED	---
D-023.00	NOT USED	---
D-024.00	NOT USED	---
D-025.00	NOT USED	---
D-026.00	NOT USED	---

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Sheet No.	Sheet Title	Date
D-027.00	NOT USED	---
D-028.00	TERMINAL A - DEMOLITION OF EXISTING BUILDING SUPERSTRUCTURE	9/14/2018
D-029.00	TERMINAL A - DEMOLITION OF EXST. BUILDING SUBSTRUCTURE	9/14/2018
D-030.00	TERMINAL A - DEMOLITION OF EXISTING PARKING GARAGE	9/14/2018
D-031.00	TERMINAL A - EXISTING SECTIONS AND DETAILS FOR PARKING GARAGE EXTERIOR EVELATIONS	9/14/2018
D-032.00	NOT USED	---
D-033.00	TERMINAL A - DEMOLITION PLAN OF BRIDGES, TUNNELS AND RETAILING WALLS	9/14/2018
D-034.00	NOT USED	---
D-035.00	NOT USED	---
D-036.00	NOT USED	---
D-037.00	NOT USED	---
D-038.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-039.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-040.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-041.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-042.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL MECHANICAL DEMOLITION	9/14/2018
D-043.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-044.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-045.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-046.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-047.00	TERMINAL A - EXISTING APRON LEVEL PARTIAL ELECTRICAL DEMOLITION	9/14/2018
D-048.00	NOT USED	---
D-049.00	TERMINAL A - PARKING GARAGE STAIR TOWER ELEVATOR PLAN MECHANICAL	9/14/2018
D-050.00	NOT USED	---
D-051.00	NOT USED	---
D-052.00	NOT USED	---
D-053.00	TERMINAL A - EXISTING ELEVATOR / ESCALATOR MECHANICAL DETAILS	9/14/2018

3. Early Start Group 2 Package - Enabling Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Sheet No.	Sheet Title	Date
NONE	COVER SHEET	9/14/2018
C-200.00	COVER SHEET	9/14/2018
C-201.00	GENERAL NOTES	9/14/2018
AC-100.00	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	9/14/2018
AC-101.00	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	9/14/2018
AC-102.00	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	9/14/2018
AC-200.00	CONSTRUCTION SAFETY AND PHASING PLAN	9/14/2018
AC-201.00	CONSTRUCTION SAFETY AND PHASING - FENCE LAYOUT PLAN	9/14/2018
AC-202.00	CONSTRUCTION SAFETY AND PHASING - AIRFIELD MARKING PLAN	9/14/2018
AC-203.00	CONSTRUCTION SAFETY AND PHASING - AIRFIELD LIGHTING PLAN	9/14/2018
C-202.00	SAFETY AND SECURITY NOTES	9/14/2018
C-210.00	TERMINAL A OVERALL EROSION CONTROL PLAN	9/14/2018
D-005.00	TERMINAL A - EROSION CONTROL PLAN PHASE 1	9/14/2018
D-006.00	TERMINAL A - EROSION CONTROL PLAN PHASE 2A, 2B AND 2C	9/14/2018
D-007.01	TERMINAL A - EROSION CONTROL PLAN	9/14/2018
D-009.01	TERMINAL A - EROSION CONTROL STOCKPILE AREAS	9/14/2018
AC-210.00	CONSTRUCTION ACCESS EROSION CONTROL PLAN AND GRADING PLAN	9/14/2018
C-213.00	TERMINAL A EROSION CONTROL PLAN - AREA 3	9/14/2018
D-011.00	NOT USED	---
C-220.00	TERMINAL A TEMPORARY PEDESTRIAN CONSTRUCTION PLAN	9/14/2018
C-221.00	TERMINAL A TEMPORARY MEDIAN CUT & ROADWAY PLAN	9/14/2018
C-222.00	TRAFFIC CONTROL & DETOUR	9/14/2018
C-223.00	TEMPORARY PAVEMENT MARKING PLAN	9/14/2018

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Sheet No.	Sheet Title	Date
AC-225.00	CONSTRUCTON ACCESS ROAD PLAN AND PROFILE	9/14/2018
AC-226.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-227.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-228.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-229.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-230.00	CONSTRUCTON ACCESS ROAD CROSS SECTIONS	9/14/2018
AC-300.00	PORTABLE JET BLAST DEFLECTOR DETAILS	9/14/2018
AC-301.00	CONSTRUCTION SAFETY DETAILS	9/14/2018
AC-302.00	CONSTRUCTION SAFETY DETAILS	9/14/2018
AC-310.00	STOP SIGN PLAN FOR VSR	9/14/2018
AC-311.00	STOP SIGN PLAN - PROPOSED SIGN EQUIPMENT	9/14/2018
C-600.00	TERMINAL A OVERALL STORM SEWER ABANDONMENT PLAN	9/14/2018
D-015.00	TERMINAL A - PARKING GARAGE STORM SEWER PHASE 1	9/14/2018
D-016.00	TERMINAL A - PARKING GARAGE STORM SEWER PHASE 2	9/14/2018
C-701.00	TERMINAL A OVERALL SANITARY SEWER ABANDONMENT PLAN	9/14/2018
C-702.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 1	9/14/2018
C-703.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 2	9/14/2018
C-704.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 3	9/14/2018
C-705.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 4	9/14/2018
C-706.00	TERMINAL A SANITARY SEWER ABANDONMENT PLAN & PROFILE 5	9/14/2018

4. Early Start Group 2 Package - Cut & Cap Utilities Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Sheet No.	Sheet Title	Date
NONE	COVER SHEET	9/14/2018
C-101.00	GENERAL NOTES & SHEET LIST	9/14/2018
C-102.00	OVERALL LANDSIDE EXISTING UTILITY PLAN	9/14/2018
C-103.00	TERMINAL A CHILLED WATER CUT & CAP	9/14/2018
C-104.00	TERMINAL A GAS SERVICE CUT & CAP	9/14/2018
C-105.00	NOT USED	---
C-106.00	NOT USED	---
C-107.00	NOT USED	---
C-108.00	TERMINAL A STORM SEWER CUT & CAP	9/14/2018
C-109.00	TERMINAL A SANITARY SEWER CUT & CAP	9/14/2018
C-110.00	TERMINAL A WATER MAIN CUTY & CAP	9/14/2018
AC-400.00	TERMINAL A AVIATION FUELING CUT, CAP AND ABANDON PLAN	9/14/2018
E-105.00	TERMINAL A ELECTRICAL LEGEND AND NOTES	9/14/2018
E-105.01	TERMINAL A SITE TEMPORARY POWER - BASE PLAN	9/14/2018
E-105.02	TERMINAL A ELECTRICAL FUEL SYSTEM POWER	9/14/2018
E-105.03	TERMINAL A / B SITE TEMPORARY COMMUNICATIONS PLAN	9/14/2018
E-105.04	TERMINAL A ELECTRICAL ONE-LINE DIAGRAM AND PANEL SCHEDULES	9/14/2018
E-105.05	TERMINAL A ELECTRICAL DETAILS	9/14/2018

5. Early Start Group 2 Package - Water Main Abandonment Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for RFP as follows:

Sheet No.	Sheet Title	Date
0	COVER SHEET	9/14/2018
1	WATER MAIN ABANDONMENT COVER SHEET	8/17/2018
2	GENERAL NOTES AND LEGEND	8/17/2018
3	WATER MAIN OVERALL LAYOUT PLAN	8/17/2018
4	WATER MAIN ABANDONMENT PLAN 1	8/17/2018
5	WATER MAIN ABANDONMENT PLAN 2	8/17/2018
6	WATER MAIN ABANDONMENT PLAN 3	8/17/2018

Tab 8 Design and Reference Documents
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6. Early Start Group 2A Package - Enabling Work Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for 60% Submission as follows:

Sheet No.	Sheet Title	Date
NONE	COVER SHEET	10/22/2018
C-101	GENERAL NOTES	10/22/2018
C-102	SAFETY AND SECURITY NOTES	10/22/2018
C-103	OVERALL EROSION CONTROL PLAN	10/22/2018
C-104	LANDSIDE EROSION CONTROL PLAN 1	10/22/2018
C-105	LANDSIDE EROSION CONTROL PLAN 2	10/22/2018
C-106	LANDSIDE EROSION CONTROL PLAN 3	
C-120	LANDSIDE OVERALL DEMOLITION PLAN	10/22/2018
C-121	LANDSIDE DEMOLITION PLAN 1	10/22/2018
C-122	LANDSIDE DEMOLITION PLAN 2	10/22/2018
C-123	LANDSIDE DEMOLITION PLAN 3	10/22/2018
C-124	LANDSIDE DEMOLITION PLAN 4	10/22/2018
C-160	TERMINAL A DEMOLITION GRADING PLAN	10/22/2018
C-161	TERMINAL A DEMOLITION GRADING EROSION CONTROL DETAILS	10/22/2018
C-162	MANHOLE EXTENSION DETAILS - MH-6 AND MH-11	10/22/2018
C-163	MANHOLE EXTENSION DETAILS - MH-16	10/22/2018
C-199	OVERALL UTILITY LAYOUT PLAN	10/22/2018
C-200	NOT USED	—
C-201	SANITARY SEWER RELOCATION COVER SHEET	10/22/2018
C-202	SANITARY SEWER GENERAL NOTES	10/22/2018
C-203	SANITARY SEWER OVERALL LAYOUT	10/22/2018
C-204	SANITARY SEWER ABANDONMENT PLAN - 1	10/22/2018
C-205	SANITARY SEWER ABANDONMENT PLAN - 2	10/22/2018
C-206	SANITARY SEWER RELOCATION PLAN & PROFILE -1	10/22/2018
C-207	SANITARY SEWER RELOCATION PLAN & PROFILE -2	10/22/2018
C-208	SANITARY SEWER RELOCATION PLAN & PROFILE -3	10/22/2018
C-220	STORM SEWER RELOCATION PLAN & PROFILE -1	10/22/2018
C-221	STORM SEWER RELOCATION PLAN & PROFILE -2	10/22/2018
C-222	STORM SEWER RELOCATION PLAN & PROFILE -3	10/22/2018
C-223	STORM SEWER RELOCATION PLAN & PROFILE -4	10/22/2018
C-230	PLAN & PROFILE CHILLED WATER SUPPLY	10/22/2018
C-231	PLAN & PROFILE CHILLED WATER RETURN	10/22/2018
C-240	PLAN & PROFILE CENTURYLINK FIBER LINE A RELOCATIONS	10/22/2018
C-241	PLAN & PROFILE CENTURYLINK FIBER LINE B NEW SERVICE	10/22/2018
C-242	NOT USED	—
C-243	FIBER LINE RELOCATION DETAILS	10/22/2018
C-244	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	10/22/2018
C-245	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	10/22/2018
C-246	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	10/22/2018
C-250	PLAN & PROFILE SPIRE GAS RELOCATION	10/22/2018
C-251	PLAN & PROFILE SPIRE GAS RELOCATION	10/22/2018
C-260	LANDSIDE CONSTRUCTION SEQUENCE PLAN	10/22/2018
C-261	LANDSIDE TEMPORARY TRAFFIC CONTROL PLAN	10/22/2018
C-262	LANDSIDE TEMPORARY TRAFFIC CONTROL PLAN	10/22/2018
C-263	LANDSIDE TEMPORARY PARKING LOT STRIPING 1	10/22/2018
C-264	LANDSIDE TEMPORARY PARKING LOT STRIPING 2	10/22/2018
C-265	LANDSIDE POND GRADING PLAN	10/22/2018
C-270	ROADWAY GENERAL LAYOUT	10/22/2018
C-271	TYPICAL ROADWAY SECTIONS	10/22/2018
C-272	TEMPORARY ROADWAY PLAN & PROFILE	10/22/2018

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Sheet No.	Sheet Title	Date
C-273	TEMPORARY ROADWAY INTERSECTION DETAIL	10/22/2018
C-274	TEMPORARY ROADWAY SECTIONS STA. 1+50 TO 5+00	10/22/2018
C-275	TEMPORARY ROADWAY GRADING	10/22/2018
C-290	AOA FENCE RELOCATION PLAN	10/22/2018
C-291	FENCING DETAILS	10/22/2018
C-292	FENCING DETAILS	10/22/2018
C-300	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	10/22/2018
C-301	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	10/22/2018
C-302	CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) NOTES	10/22/2018
C-303	CONSTRUCTION SAFETY AND PHASING PLAN	10/22/2018
C-304	MARKING PLAN-TEMPORARY TAXIWAY M	10/22/2018
C-305	MARKING DETAILS	10/22/2018
C-306	SIGNING DETAILS	10/22/2018
C-307	LIGHTING PLAN-TEMPORARY TAXIWAY M	10/22/2018
C-308	IN-PAVEMENT LIGHT INSTALLATION DETAILS	10/22/2018
C-309	TRENCH FOR IN-PAVEMENT LIGHT INSTALLATION DETAILS	10/22/2018
C-310	TEMPORARY LIGHT LOCATION TABLE	10/22/2018
C-320	DUCT BANK RELOCATION PLAN 1	10/22/2018
C-321	DUCT BANK RELOCATION PLAN 2	10/22/2018
C-322	DUCT BANK RELOCATION PLAN 3	10/22/2018
C-323	DUCT BANK RELOCATION PLAN 4	10/22/2018
C-324	DUCT BANK RELOCATION PLAN 5	10/22/2018
C-325	DUCT BANK PROFILE STA. 0+00 TO 23+65	10/22/2018
C-326	TYPICAL DUCT SECTIONS AND HANDHOLE LOCATION TABLE	10/22/2018
C-327	FAA DUCT BANK AND HANDHOLE DETAILS	10/22/2018
C-328	KCAD DUCT BANK AND HANDHOLE DETAILS	10/22/2018
C-329	CABLE CONNECTORS AND SLAB MARKER DETAILS	10/22/2018
C-340	AIRFIELD PAVEMENT DEMOLITION PLAN	10/22/2018
C-341	AIRFIELD PAVEMENT DEMOLITION PLAN	10/22/2018
C-342	AIRFIELD PAVEMENT DEMOLITION DETAILS	10/22/2018
C-360	GLYCOL COLLECTION RELOCATION PLAN - LINE T - STA. 21+00 TO STA. 30+62	10/22/2018
C-361	GLYCOL COLLECTION RELOCATION PLAN - LINE T - STA. 10+00 TO STA. 21+00	10/22/2018
C-362	GLYCOL COLLECTION RELOCATION PROFILE - LINE T - STA. 9+90 TO STA. 20+45	10/22/2018
C-363	GLYCOL COLLECTION RELOCATION PROFILE - LINE T - STA. 20+20 TO STA. 30+75	10/22/2018
C-364	GLYCOL COLLECTION DETAILS	10/22/2018
C-370	VEHICLE SERVICE ROAD PLAN	10/22/2018
C-371	VEHICLE SERVICE ROAD PROFILE	10/22/2018
C-372	VEHICLE SERVICE ROAD MARKING PLAN	10/22/2018
C-373	VEHICLE SERVICE ROAD AND MARKING DETAILS	10/22/2018
C-380	AVIATION FUELING RELOCATION PLAN - OVERALL	10/22/2018
C-381	AVIATION FUELING RELOCATION PLAN AND PROFILE - STA. 1+00 TO STA. 11+00	10/22/2018
C-382	AVIATION FUELING RELOCATION PLAN - STA. 11+00 TO STA. 21+00	10/22/2018
C-383	AVIATION FUELING RELOCATION PLAN AND PROFILE - STA. 21+00 TO STA. 31+00	10/22/2018
C-384	AVIATION FUELING RELOCATION PLAN AND PROFILE - STA. 31+00 TO 37+55	10/22/2018
C-385	AVIATION FUELING RELOCATION PLAN - DETAILS	10/22/2018
C-386	ISOLATION VALVE VAULT 2 (IVV-1)	10/22/2018
C-387	AVIATION FUELING - CATHODIC PROTECTION PLAN	10/22/2018
C-388	CATHODIC PROTECTION AVIATION FUELING DETAILS	10/22/2018
C-389	AVIATION FUELING PHASING DIAGRAM - SHEET 1	10/22/2018
C-390	AVIATION FUELING PHASING DIAGRAM - SHEET 2	10/22/2018

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7. Early Start Group 2A Package - Water Main Abandonment Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for 60% Submission as follows:

Sheet No.	Sheet Title	Date
0	COVER SHEET	10/22/2018
1	WATER MAIN RELOCATION COVER SHEET	10/22/2018
2	GENERAL NOTES AND LEGEND	10/22/2018
3	OVERALL LAYOUT PLAN	10/22/2018
4	PROJECT SURVEY DATA SHEET	10/22/2018
5	WATER MAIN ABANDONMENT PLAN 1	10/22/2018
6	WATER MAIN ABANDONMENT PLAN 2	10/22/2018
7	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 0+00 TO 4+00	10/22/2018
8	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 4+00 TO 8+00	10/22/2018
9	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 8+00 TO 12+00	10/22/2018
10	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 12+00 TO 16+00	10/22/2018
11	WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 16+00 TO 20+26	10/22/2018
12	WATER MAIN RELOCATION PLAN & PROFILE LINES 2 AND 3	10/22/2018

8. Updated Concept Design Basis of Design document prepared by Skidmore Owings and Merrill led Design Team Issued for GMP as follows:

Section No.	Section Title	Date
CHAPTER 1		
A – PROJECT INTRODUCTION		
A10	PROJECT TEAM	9/28/2018
B – PERMITTING / JURISDICTIONAL AGENCIES		
B10	PERMITTING AND JURISDICTIONAL AGENCIES	9/28/2018
C – PROJECT SUMMARY		
C10	PROJECT SUMMARY	9/28/2018
D – PROGRAM		
D10	PROGRAM NARRATIVE	9/28/2018
D20	GROSS FLOOR AREA (GFA)	9/28/2018
D30	PROGRAM TABLE	9/28/2018
E – CODE ANALYSIS / ACCESSIBILITY		
E10	CODE ANALYSIS / ACCESSIBILITY	9/28/2018
F – SUSTAINABILITY APPROACH		
F10	SUSTAINABILITY APPROACH	9/28/2018
G – INTERIOR ENVIRONMENT - ACOUSTICS		
G10	INTERIOR ENVIRONMENT - ACOUSTICS	9/28/2018
CHAPTER 2		
A – SUBSTRUCTURE		
A10	FOUNDATIONS	9/28/2018
B – SHELL		
B10	SUPERSTRUCTURE	9/28/2018
B20	EXTERIOR VERTICAL ENCLOSURE	9/28/2018
B30	EXTERIOR HORIZONTAL ENCLOSURE	9/28/2018
B40	PEDESTRIAN WALKWAY	9/28/2018
C – INTERIORS		
C10	INTERIOR CONSTRUCTION	9/28/2018
C20	INTERIOR FINISHES & DIAGRAMS	9/28/2018
C30	INTERIOR STAIRWAYS & MAINTENANCE CATWALKS	9/28/2018
D – SERVICES		
D10	CONVEYING	9/28/2018
D20	PLUMBING	9/28/2018

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Section No.	Section Title	Date
D30	HVAC	9/28/2018
D31	CENTRAL UTILITY PLAN (CUP)	9/28/2018
D40	FIRE PROTECTION	9/28/2018
D50	ELECTRICAL	9/28/2018
D51	LIGHTING / LIGHTING CONTROL	9/28/2018
D60	FIRE ALARM SYSTEMS	9/28/2018
D70	COMMUNICATIONS	9/28/2018
D80	ELECTRONIC SECURITY AND SAFETY	9/28/2018
D90	INTEGRATED AUTOMATION	9/28/2018
D91	BUILDING MANAGEMENT SYSTEMS (BMS)	9/28/2018
E – EQUIPMENT AND FURNISHINGS		
E10	EQUIPMENT & ACCESSORIES	9/28/2018
E20	WAYFINDING SIGNAGE	9/28/2018
F – DEMOLITION		
F10	DEMOLITION	9/28/2018
G – AIRSIDE CIVIL / UTILITIES / EQUIPMENT		
G10	AIRSIDE SITE PREPARATION	9/28/2018
G20	AIRSIDE SITE IMPROVEMENTS – PAVEMENTS	9/28/2018
G30	AIRSIDE SITE IMPROVEMENTS – GLYCOL RUNOFF LAGOON	9/28/2018
G35	AIRSIDE SITE IMPROVEMENTS – GLYCOL STORAGE AREA	9/28/2018
G40	AIRSIDE PLANNING AND EQUIPMENT	9/28/2018
G45	AIRSIDE GROUND SERVICES EQUIPMENT STAGING AREA	9/28/2018
G50	AIRSIDE UTILITIES – STORM DRAINAGE, SANITARY SEWER, WATER & NATURAL GAS	9/28/2018
G60	AIRSIDE UTILITIES – AVIATION FUELING	9/28/2018
G70	AIRSIDE UTILITIES – BUILDING ELECTRICAL	9/28/2018
G80	AIRSIDE UTILITIES – AIRFIELD LIGHTING	9/28/2018
G90	AIRSIDE UTILITIES – SITE COMMUNICATIONS	9/28/2018
H – LANDSIDE CIVIL		
H10	SITE PREPARATION	9/28/2018
H20	SITE IMPROVEMENTS	9/28/2018
H30	SITE STRUCTURES	9/28/2018
H40	LANDSIDE UTILITIES	9/28/2018
J – LANDSCAPE DESIGN		
J10	LANDSCAPE DESIGN	9/28/2018
K – COMMISSIONING / TRANSITIONING		
K10	BUILDING SYSTEMS COMMISSIONING	9/28/2018
L – PARKING GARAGE		
L10	PARKING AND TRANSPORTATION CENTER	9/28/2018
APPENDICES		
APPENDIX A		
	GEOTECH BORINGS & GEOPROBE LOCATIONS MAP	9/28/2018
	SUBSURFACE & GEOTECH REPORT	9/28/2018
	LIMITED ENVIRONMENTAL SITE INVESTIGATION (LESI)	9/28/2018
APPENDIX B		
	EXISTING CONDITIONS SURVEY	9/28/2018
APPENDIX C		
	HYDRANT FLOW TEST REPORT	9/28/2018
APPENDIX D		
	CUP ASSESSMENT	9/28/2018
APPENDIX E		
	CONSTRUCTION PHASING PLANS	9/28/2018
	TERMINAL SEQUENCE OF ERECTION	9/28/2018
Section No.	Section Title	Date
APPENDIX F		
	MEMO: FLIGHT SCHEDULE GROWTH FOR 39 & 42 GATE SCENARIOS	9/28/2018
	METHODS, ASSUMPTIONS AND PERFORMANCE SPECIFICATIONS (MAPS)	9/28/2018
	PROCESSOR REQUIREMENTS REPORT	9/28/2018

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Section No.	Section Title	Date
APPENDIX G		
	VERTICAL & HORIZONTAL TRANSPORTATION MATRICES	9/28/2018
	LOCATION PLANS	9/28/2018
APPENDIX H		
	LANDSCAPE CONCEPT	9/28/2018
APPENDIX I		
	LEED ACHIEVEMENT GUIDE	9/28/2018
APPENDIX J		
	BUILDING ENERGY SIMULATION APPROACH	9/28/2018
APPENDIX K		
	UTILITY RELOCATION CONCEPTS – SANITARY SEWER SYSTEM	9/28/2018
	UTILITY RELOCATION CONCEPTS – AIRSIDE STORM DRAINAGE PLAN	9/28/2018
	UTILITY RELOCATION CONCEPTS – GLYCOL STORAGE AREA	9/28/2018
	UTILITY RELOCATION CONCEPTS – WATER SYSTEM	9/28/2018
	UTILITY RELOCATION CONCEPTS – CHILLED WATER SYSTEM	9/28/2018
	UTILITY RELOCATION CONCEPTS – AVIATION FUELING	9/28/2018
	UTILITY RELOCATION CONCEPTS – AIRSIDE SITE POWER & COMMUNICATION 1	9/28/2018
	UTILITY RELOCATION CONCEPTS – AIRSIDE SITE POWER & COMMUNICATION 2	9/28/2018
APPENDIX L		
	MEDIUM VOLTAGE POWER REDUNDANCY	9/28/2018
Section No.	Section Title	Date
APPENDIX M		
	STRUCTURAL DESIGN CRITERIA	9/28/2018
APPENDIX N		
	BAGGAGE HANDLING SYSTEMS REPORT	9/28/2018
APPENDIX O		
	AIS & SPECIAL SYSTEMS SUMMARY MATRIX	9/28/2018
	COMBINED PA / FA SYSTEM DESIGN CONSIDERATIONS	9/28/2018
	SECURITY ACCESS CONTROL & VIDEO MANAGEMENT SYSTEM OPTIONS	9/28/2018
	BUILDING INTEGRATION MATRIX	9/28/2018
	COMMON USE ASSIGNMENT MATRIX	9/28/2018
APPENDIX P		
	TRAFFIC PLANNING REPORT	9/28/2018
	TRAFFIC PLANNING MEMO: RESPONSE TO COMMENTS	9/28/2018
APPENDIX Q		
	KCAD PROVIDED DOCUMENTS LIST	9/28/2018
APPENDIX R		
	SPECIFICATIONS TABLE OF CONTENTS	9/28/2018
APPENDIX S – NOT USED		
APPENDIX T – NOT USED		
APPENDIX U		
	SUMMARY DESIGN STANDARDS	9/28/2018
APPENDIX V		
	FURNITURE, FIXTURES & EQUIPMENT (FFE) RESPONSIBILITY MATRIX	9/28/2018
	FINISH SCHEDULE MATRIX	9/28/2018
APPENDIX W – NOT USED		
APPENDIX X – NOT USED		
APPENDIX Y		
	BIM REQUIREMENTS	9/28/2018
APPENDIX Z		
	ACRONYMS LIST	9/28/2018

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Section No.	Section Title	Date
APPENDIX AA		
	LIGHTING CONCEPTS	9/28/2018
APPENDIX BB		
	GOODS AND SERVICES STRATEGIES	9/28/2018
APPENDIX CC		
	ANALYSIS OF EXISTING RETAIL CONDITIONS	9/28/2018
	OPTIMAL COMMERCIAL DEMAND AT KCI & OOM SALES FORECAST	9/28/2018
APPENDIX DD		
	TENANT SERVICES MATRIX	9/28/2018
APPENDIX EE		
	SIGNAGE AND WAYFINDING CONCEPTS	9/28/2018

9. Updated Concept Design Drawings prepared by Skidmore Owings and Merrill led Design Team Issued for GMP as follows:

Sheet No.	Sheet Title	Date
00 GENERAL		
G-001	COVER SHEET	9/28/2018
G-002	DRAWING LIST	9/28/2018
G-100	SITE PLAN	9/28/2018
01 LIFE SAFETY		
ALS-008	LEGEND	9/28/2018
ALS-010	TERMINAL LEVEL 0 ARRIVALS	9/28/2018
ALS-011	TERMINAL LEVEL 1 DEPARTURES	9/28/2018
ALS-012	TERMINAL LEVEL 2 MEZZANINE	9/28/2018
ALS-020	GARAGE LEVEL 0 ARRIVALS	9/28/2018
ALS-020M	GARAGE MEZZANINE LEVEL	9/28/2018
ALS-021	GARAGE LEVEL 1 DEPARTURES	9/28/2018
ALS-022	GARAGE LEVELS 2 TO 4	9/28/2018
ALS-023	GARAGE LEVEL 5	9/28/2018
ALS-030	CENTRAL UTILITY PLANT LEVEL 1	9/28/2018
02.1 TERMINAL ARCHITECTURAL		
AT-010	LEVEL 0 - ARRIVALS FLOOR PLAN	9/28/2018
AT-011	LEVEL 1 - DEPARTURES FLOOR PLAN	9/28/2018
AT-012	LEVEL 2 - MEZZANINE FLOOR PLAN	9/28/2018
AT-013	LEVEL 3 - ROOF OVERALL PLAN	9/28/2018
AT-201	TERMINAL ELEVATIONS	9/28/2018
AT-202	TERMINAL ELEVATIONS	9/28/2018
AT-250	BUILDING SECTION - EAST-WEST	9/28/2018
AT-251	BUILDING SECTION - NORTH-SOUTH	9/28/2018
AT-252	BUILDING SECTIONS - NORTH-SOUTH	9/28/2018
AT-253	ENLARGED SECTIONS	9/28/2018
AT-254	ENLARGED SECTIONS	9/28/2018
AT-501	TERMINAL AXONOMETRIC	9/28/2018
AT-510	EXTERIOR WALL - HEADHOUSE	9/28/2018
AT-520	EXTERIOR WALL - CONCOURSE	9/28/2018
AT-525	EXTERIOR WALL - CONNECTOR	9/28/2018
AT-701	CONCOURSE ROOF DETAIL	9/28/2018
AT-702	WOOD SLAT CEILING DETAILS	9/28/2018
AT-750	FLOOR DETAILS	9/28/2018
AT-800	LEVEL 0 - ARRIVALS PLAN - DIGITAL SCREEN LOCATION	9/28/2018
AT-801	LEVEL 1 - DEPARTURES PLAN - DIGITAL SCREEN LOCATION	9/28/2018
AT-805	LEVEL 0 - ARRIVALS PLAN - RAILING LOCATION	9/28/2018
AT-806	LEVEL 1 - DEPARTURES PLAN - RAILING LOCATION	9/28/2018
AT-900	FURNITURE FLOOR PLAN - HOLDROOMS	9/28/2018

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Sheet No.	Sheet Title	Date
02.2 GARAGE ARCHITECTURAL		
AG-010	GARAGE LEVEL 0	9/28/2018
AG-010M	GARAGE MEZZANINE LEVEL	9/28/2018
AG-011	GARAGE LEVEL 1 PLAN	9/28/2018
AG-012	GARAGE LEVEL 2 PLAN	9/28/2018
AG-013	GARAGE LEVEL 3 PLAN	9/28/2018
AG-014	GARAGE LEVEL 4 PLAN	9/28/2018
AG-015	GARAGE LEVEL 5 PLAN	9/28/2018
AG-201	GARAGE ELEVATIONS	9/28/2018
AG-250	GARAGE SECTIONS - EAST-WEST	9/28/2018
AG-251	GARAGE SECTION - NORTH-SOUTH	9/28/2018
AG-510	EXTERIOR WALL - GARAGE	9/28/2018
02.3 CUP ARCHITECTURAL		
AC-100	SITE PLAN	9/28/2018
AC-101	FLOOR PLAN	9/28/2018
AC-102	ROOF PLAN	9/28/2018
AC-110	CEILING PLAN	9/28/2018
AC-140	ENLARGED OFFICE PLANS	9/28/2018
AC-141	ENLARGED LOCKER ROOM	9/28/2018
AC-200	BUILDING ELEVATIONS	9/28/2018
AC-250	BUILDING SECTIONS	9/28/2018
AC-600	MATERIAL RENDERING OPTIONS	9/28/2018
03 STRUCTURAL		
ST-001	TERMINAL STRUCTURAL GRID LAYOUT PLAN	9/28/2018
ST-002	PARKING GARAGE STRUCTURAL GRID LAYOUT PLAN	9/28/2018
ST-003	STRUCTURAL GRID KEY PLAN	9/28/2018
ST-010	FOUNDATION AND LEVEL 0 ARRIVALS FRAMING PLAN	9/28/2018
ST-010A	FOUNDATION AND LEVEL 0 ARRIVALS ENLARGED FRAMING PLANS	9/28/2018
ST-011	LEVEL 1 DEPARTURES FRAMING PLAN	9/28/2018
ST-011A	LEVEL 1 DEPARTURES ENLARGED FRAMING PLANS	9/28/2018
ST-012	LOW ROOF FRAMING PLAN	9/28/2018
ST-012A	LOW ROOF ENLARGED FRAMING PLANS	9/28/2018
ST-013	HIGH ROOF FRAMING PLAN	9/28/2018
ST-013A	HIGH ROOF ENLARGED FRAMING PLANS	9/28/2018
ST-150	FRONTAGE ROADWAY FRAMING PLAN	9/28/2018
ST-210	STRUCTURAL SECTIONS AND ELEVATIONS 1	9/28/2018
ST-211	STRUCTURAL SECTIONS AND ELEVATIONS 2	9/28/2018
ST-310	FOUNDATION DETAILS	9/28/2018
ST-410	STRUCTURAL DETAILS	9/28/2018
ST-411	FRONTAGE ROADWAY STRUCTURAL DETAILS	9/28/2018
SG-010	PARKING GARAGE FOUNDATION PLAN	9/28/2018
SG-010M	PARKING GARAGE MEZZANINE FRAMING PLAN	9/28/2018
SG-011	PARKING GARAGE LEVEL 1 - LEVEL 5 FRAMING PLAN	9/28/2018
SG-410	PARKING GARAGE STRUCTURAL DETAILS	9/28/2018
SC-010	CUP FOUNDATION PLAN AND GROUND LEVEL FRAMING PLAN	9/28/2018
SC-011	CUP LOW ROOF FRAMING PLAN	9/28/2018
SC-012	CUP HIGH ROOF FRAMING PLAN	9/28/2018
SC-210	CUP STRUCTURAL SECTIONS	9/28/2018

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Sheet No.	Sheet Title	Date
04 MECHANICAL		
M-002	ARRIVALS LEVEL MECHANICAL ZONING PLAN	9/28/2018
M-003	DEPARTURE LEVEL MECHANICAL ZONING PLAN	9/28/2018
M-102	ARRIVALS LEVEL MECHANICAL PLAN	9/28/2018
M-103	DEPARTURE LEVEL MECHANICAL PLAN	9/28/2018
M-104	MEZZANINE LEVEL MECHANICAL PLAN	9/28/2018
M-202	ARRIVALS LEVEL MECHANICAL PIPING PLAN	9/28/2018
M-251	ENLARGED SECTIONS	9/28/2018
M-252	ENLARGED SECTIONS	9/28/2018
M-253	ENLARGED SECTIONS	9/28/2018
M-301	MECHANICAL ENLARGED PLANS	9/28/2018
M-302	MECHANICAL ENLARGED PLANS	9/28/2018
M-303	MECHANICAL ENLARGED PLANS	9/28/2018
M-304	MECHANICAL ENLARGED PLANS	9/28/2018
M-305	MECHANICAL ENLARGED PLANS	9/28/2018
M-306	MECHANICAL ENLARGED PLANS	9/28/2018
M-307	MECHANICAL ENLARGED PLANS	9/28/2018
M-401	MER ENLARGED PLANS	9/28/2018
M-402	MER ENLARGED PLANS	9/28/2018
M-403	MER ENLARGED PLANS	9/28/2018
M-600	MER FLOW DIAGRAMS	9/28/2018
M-601	MER FLOW DIAGRAMS	9/28/2018
M-602	MER FLOW DIAGRAMS	9/28/2018
M-603	MER FLOW DIAGRAMS	9/28/2018
M-604	MER FLOW DIAGRAMS	9/28/2018
M-605	MER FLOW DIAGRAMS	9/28/2018
M-811	BMS AHU-DOAS	9/28/2018
M-821	BMS AHU-MAKE UP	9/28/2018
M-831	BMS AHU-ENERGY RECOVERY	9/28/2018
M-851	BMS DETAILS 1	9/28/2018
M-852	BMS DETAILS 2	9/28/2018
M-853	BMS DETAILS 3	9/28/2018
M-854	BMS DETAILS 4	9/28/2018
M-861	BMS CHILLED CONDENSER WATER SYSTEM	9/28/2018
M-862	CHILLED AND CONDENSER WATER SYSTEM SEQUENCE	9/28/2018
M-871	BMS HOT WATER SYSTEM	9/28/2018
M-872	HOT WATER SYSTEM SEQUENCE	9/28/2018
MC-100	CUP MECHANICAL PLAN	9/28/2018
MC-101	MECHANICAL SITE PLAN	9/28/2018
05 ELECTRICAL		
E-101	ELECTRICAL NORMAL DISTRIBUTION SITE PLAN	9/28/2018
E-102	ARRIVALS LEVEL ELECTRICAL PLAN	9/28/2018
E-103	DEPARTURE LEVEL ELECTRICAL PLAN	9/28/2018
E-501	ELECTRICAL ROOM REQUIREMENTS	9/28/2018
E-601	ELECTRICAL NORMAL DISTRIBUTION SINGLE LINE	9/28/2018
E-602	ELECTRICAL SUBSTATION SUB-CX-N SINGLE LINE	9/28/2018
E-603	ELECTRICAL GENERATOR HEAD HOUSE SINGLE LINE	9/28/2018
E-604	ELECTRICAL SUBSTATION SUB-HH-N SINGLE LINE	9/28/2018
E-605	ELECTRICAL SUBSTATION SUB-CX-S SINGLE LINE	9/28/2018
E-606	ELECTRICAL GENERATOR CONCOURSE X SINGLE LINE	9/28/2018
E-607	ELECTRICAL SUBSTATION SUB-HH-S SINGLE LINE	9/28/2018

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E-610	ELECTRICAL SUBSTATION SUB-CY-N SINGLE LINE	9/28/2018
E-611	ELECTRICAL GENERATOR CONCOURSE NORTH SINGLE LINE	9/28/2018
E-612	ELECTRICAL SUBSTATION AND GENERATOR GARAGE SINGLE LINE	9/28/2018
EG-101	GARAGE LEVEL 0 ELECTRICAL PLAN	9/28/2018
06 PLUMBING		
P-102	ARRIVALS LEVEL DRAINAGE PLAN	9/28/2018
P-103	DEPARTURES LEVEL DRAINAGE PLAN	9/28/2018
P-202	ARRIVALS LEVEL WATER AND GAS SUPPLY PLAN	9/28/2018
P-203	DEPARTURES LEVEL WATER AND GAS SUPPLY PLAN	9/28/2018
P-301	DOMESTIC WATER ZONING DIAGRAM	9/28/2018
P-601	DOMESTIC WATER FLOW DIAGRAM SHEET 1	9/28/2018
P-602	DOMESTIC WATER FLOW DIAGRAM SHEET 2	9/28/2018
P-603	NATURAL GAS FLOW DIAGRAM	9/28/2018
P-604	STORM DRAINAGE DIAGRAM HEAD HOUSE	9/28/2018
P-605	STORM DRAINAGE DIAGRAM CONCOURSE X	9/28/2018
P-701	PLUMBING DETAILS	9/28/2018
PG-101	GARAGE LEVEL 0 DRAINAGE PLAN	9/28/2018
PG-105	GARAGE LEVEL 5 DRAINAGE PLAN	9/28/2018
PG-201	GARAGE LEVEL 0 WATER AND GAS PLAN	9/28/2018
07 FIRE PROTECTION		
AFF-010	TERMINAL LEVEL 0 ARRIVALS FIRE PROTECTION PLAN	9/28/2018
AFF-011	TERMINAL LEVEL 1 DEPARTURES FIRE PROTECTION PLAN	9/28/2018
AFF-200	FIRE PROTECTION PUMP DETAILS	9/28/2018
08 FIRE ALARM		
FA-301	FIRE ALARM RISER DIAGRAM	9/28/2018
FAT-400	FIRE ALARM OVERALL PLAN LEVEL 0 ARRIVALS TERMINAL	9/28/2018
FAT-401	FIRE ALARM OVERALL PLAN LEVEL 1 DEPARTURES TERMINAL	9/28/2018
FAT-402	FIRE ALARM OVERALL PLAN LEVEL 2 MEZZANINE TERMINAL	9/28/2018
FAG-400	FIRE ALARM OVERALL PLAN LEVEL 0 GARAGE	9/28/2018
FAG-403	FIRE ALARM OVERALL PLAN LEVEL 3 GARAGE	9/28/2018
FAC-400	FIRE ALARM OVERALL PLAN LEVEL 0 CUP	9/28/2018
PA-301	PUBLIC ADDRESS SINGLE LINE DIAGRAM	9/28/2018
09 AIS / ITC		
TC-001	AIS / ITC SYMBOLS ABBREVIATIONS & GENERAL NOTES	9/28/2018
TC-302	AIS / ITC KCAD TECH SYSTEMS SINGLE LINE DIAGRAM	9/28/2018
TC-303	AIS / ITC KCAD TECH SYSTEMS PATHWAYS DIAGRAM	9/28/2018
TC-304	AIS / ITC KCAD TECH SYSTEMS CABLING DIAGRAM	9/28/2018
TC-305	AIS / ITC TELECOM ZONES DIAGRAM	9/28/2018
TC-306	AIS / ITC KCAD NETWORK DIAGRAM	9/28/2018
TC-307	AIS / ITC GROUNDING SYSTEMS DIAGRAM	9/28/2018
TC-308	AIS / ITC DAS SINGLE LINE DIAGRAM	9/28/2018
TCT-400	AIS / ITC OVERALL PLAN LEVEL 0 ARRIVALS TERMINAL	9/28/2018
TCT-401	AIS / ITC OVERALL PLAN LEVEL 1 DEPARTURES TERMINAL	9/28/2018
TCT-402	AIS / ITC OVERALL PLAN LEVEL 2 MEZZANINE TERMINAL	9/28/2018
TCT-601	AIS / ITC MDF-1 ENLARGED PLANS	9/28/2018
TCT-602	AIS / ITC TYPICAL IDF ENLARGED PLANS	9/28/2018
TCC-400	AIS / ITC OVERALL PLAN LEVEL 0 CUP	9/28/2018
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C-001	OVERALL LANDSIDE SITE LAYOUT PLAN	9/28/2018
C-010	TYPICAL ROADWAY SECTIONS	9/28/2018
C-011	TYPICAL ROADWAY SECTIONS	9/28/2018
C-012	TYPICAL ROADWAY SECTIONS	9/28/2018
C-100	TERMINAL ARRIVAL PLAN & PROFILE STA 1+00 TO STA 11+00	9/28/2018
C-101	TERMINAL ARRIVAL PLAN & PROFILE STA 11+00 TO STA 22+00	9/28/2018
C-102	TERMINAL ARRIVAL PLAN & PROFILE STA 22+00 TO STA 33+00	9/28/2018
C-103	TERMINAL ARRIVAL PLAN & PROFILE STA 33+00 TO STA 41+97.33	9/28/2018
C-110	TERMINAL DEPARTURE PLAN & PROFILE STA 1+00 TO STA 11+00	9/28/2018
C-111	TERMINAL DEPARTURE PLAN & PROFILE STA 11+00 TO STA 22+00	9/28/2018
C-112	TERMINAL DEPARTURE PLAN & PROFILE STA 22+00 TO 33+00	9/28/2018
C-113	TERMINAL DEPARTURE PLAN & PROFILE STA 33+00 TO 40+37.48	9/28/2018
C-120	TERMINAL B&C ACCESS PLAN & PROFILE STA 1+00 TO STA 11+00	9/28/2018
C-121	TERMINAL B&C ACCESS PLAN & PROFILE STA 11+00 TO STA 22+00	9/28/2018
C-122	TERMINAL B&C ACCESS PLAN & PROFILE STA 22+00 TO STA 33+00	9/28/2018
C-123	TERMINAL B&C ACCESS PLAN & PROFILE STA 33+00 TO STA 38+25.14	9/28/2018
C-130	AIRPORT EXIT PLAN & PROFILE STA 1+00 TO 11+00	9/28/2018
C-131	AIRPORT EXIT PLAN & PROFILE STA 11+00 TO STA 18+15.21	9/28/2018
C-140	COMMERICAL EXIT PLAN & PROFILE STA 1+00 TO STA 5+80.24	9/28/2018
C-150	GARAGE EXIT PLAN & PROFILE STA. 1+00 TO STA. 11+81.52	9/28/2018
C-160	RETURN TO PARKING PLAN & PROFILE STA 1+00 TO STA 10+16.76	9/28/2018
C-199	OVERALL UTILITY LAYOUT PLAN LANDSIDE	9/28/2018
C-200	LANDSIDE WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 0+00 TO 10+00	9/28/2018
C-201	LANDSIDE WATER MAIN RELOCATION PLAN & PROFILE LINE 1 STA. 10+00 TO 20+26	9/28/2018
C-202	LANDSIDE WATER MAIN SOUTH LOOP PLAN & PROFILE LINE 2 STA 0+00 TO 7+28	9/28/2018
C-203	LANDSIDE WATER MAIN NORTH LOOP PLAN & PROFILE LINE 3 STA 75+60 TO 82+82	9/28/2018
C-210	SANITARY SEWER RELOCATION PLAN & PROFILE-1	9/28/2018
C-211	SANITARY SEWER RELOCATION PLAN & PROFILE-2	9/28/2018
C-220	PLAN & PROFILE STORM SEWER RELOCATION	9/28/2018
C-221	PLAN & PROFILE STORM SEWER RELOCATION	9/28/2018
C-230	PLAN & PROFILE CHILLED WATER LOCATIONS	9/28/2018
C-240	PLAN & PROFILE CENTURYLINK FIBER LINE A RELOCATIONS	9/28/2018
C-241	PLAN & PROFILE CENTURYLINK FIBER LINE B NEW SERVICE	9/28/2018
C-244	FIBER LINE RELOATION DETAILS	9/28/2018
C-245	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	9/28/2018
C-246	PLAN & PROFILE UNDERGROUND ELECTRICAL RELOCATIONS	9/28/2018
C-250	PLAN & PROFILE SPIRE GAS RELOCATIONS	9/28/2018
C-251	PLAN & PROFILE SPIRE GAS RELOCATIONS	9/28/2018
C-300	PARKING LOT LAYOUT CONCEPT	9/28/2018
C-310	PARKING LOT GRADING CONCEPT	9/28/2018
C-311	PARKING LOT DRAINAGE CONCEPT	9/28/2018
C-400	SITE LIGHTING OVERALL PLAN	9/28/2018
C-401	PARTIAL SITE LIGHTING PLAN - AREA A	9/28/2018
C-402	PARTIAL SITE LIGHTING PLAN - AREA B	9/28/2018
C-403	PARTIAL SITE LIGHTING PLAN - AREA C	9/28/2018
C-404	PARTIAL SITE LIGHTING PLAN - AREA D	9/28/2018
C-405	SITE LIGHTING DETAILS	9/28/2018
C-500	NORTH RAMP TS&L PLAN AND PROFILE	9/28/2018
C-510	SOUTH RAMP TS&L PLAN AND PROFILE	9/28/2018
C-520	SOUTH RAMP TYPICAL SECTIONS	9/28/2018
C-530	NORTH RAMP TYPICAL SECTIONS	9/28/2018

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C-540	MSE WALL TYPICAL SECTIONS	9/28/2018
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C-700	LANDSIDE OVERALL DRAINAGE MAP	9/28/2018
C-701	DRAINAGE MAP DETAIL	9/28/2018
11 AIRSIDE CIVIL		
ACKM-100	AIRSIDE KEYMAP - AREAS 1-9A	9/28/2018
ACKM-101	AIRSIDE KEYMAP - AREAS 10-18	9/28/2018
ACSS-200	OVERALL AIRSIDE SANITARY SEWER PLAN AREAS 1-12	9/28/2018
ACSS-201	AIRSIDE SANITARY SEWER PLAN AREA 1	9/28/2018
ACSS-202	AIRSIDE SANITARY SEWER PLAN AREA 2	9/28/2018
ACSS-203	AIRSIDE SANITARY SEWER PLAN AREA 3	9/28/2018
ACSS-204	AIRSIDE SANITARY SEWER PLAN AREA 5	9/28/2018
ACSS-205	AIRSIDE SANITARY SEWER PLAN AREA 6	9/28/2018
ACSS-206	AIRSIDE SANITARY SEWER PLAN AREA 9	9/28/2018
ACSD-100	OVERALL AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREAS 1-9	9/28/2018
ACSD-101	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 1	9/28/2018
ACSD-102	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 2	9/28/2018
ACSD-103	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 3	9/28/2018
ACSD-104	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 4	9/28/2018
ACSD-105	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 5	9/28/2018
ACSD-106	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 6	9/28/2018
ACSD-107	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 8	9/28/2018
ACSD-108	AIRSIDE STORM DRAINAGE DEMOLITION PLAN - AREA 9	9/28/2018
ACSD-200	OVERALL AIRSIDE STORM DRAINAGE PLAN - AREAS 1-9	9/28/2018
ACSD-201	OVERALL AIRSIDE STORM DRAINAGE PLAN - AREAS 10-18	9/28/2018
ACSD-202	AIRSIDE STORM DRAINAGE PLAN - AREA 1	9/28/2018
ACSD-203	AIRSIDE STORM DRAINAGE PLAN - AREA 2	9/28/2018
ACSD-204	AIRSIDE STORM DRAINAGE PLAN - AREA 3	9/28/2018
ACSD-205	AIRSIDE STORM DRAINAGE PLAN - AREA 4	9/28/2018
ACSD-206	AIRSIDE STORM DRAINAGE PLAN - AREA 5	9/28/2018
ACSD-207	AIRSIDE STORM DRAINAGE PLAN - AREA 6	9/28/2018
ACSD-208	AIRSIDE STORM DRAINAGE PLAN - AREA 7	9/28/2018
ACSD-209	AIRSIDE STORM DRAINAGE PLAN - AREA 9	9/28/2018
ACSD-210	STORM DRAINAGE PROFILE - GLYCOL STORM SEWER LINE	9/28/2018
ACSD-300	RUNOFF GLYCOL STORAGE LAGOON AREA PLAN	9/28/2018
ACNG-100	OVERALL NATURAL GAS DEMOLITION PLAN - AREAS 1-9A	9/28/2018
ACNG-101	AIRSIDE NATURAL GAS DEMOLITION PLAN - AREA 1	9/28/2018
ACNG-102	AIRSIDE NATURAL GAS DEMOLITION PLAN - AREA 2	9/28/2018
ACNG-103	AIRSIDE NATURAL GAS DEMOLITION PLAN - AREA 3	9/28/2018
ACNG-104	AIRSIDE NATURAL GAS DEMOLITION PLAN - AREA 3A	9/28/2018
ACNG-105	AIRSIDE NATURAL GAS DEMOLITION PLAN - AREA 6	9/28/2018
ACNG-106	AIRSIDE NATURAL GAS DEMOLITION PLAN - AREA 6A	9/28/2018
ACNG-200	OVERALL AIRSIDE NATURAL GAS PLAN - AREAS 1-9A	9/28/2018
ACNG-201	AIRSIDE NATURAL GAS PLAN - AREA 1	9/28/2018
ACNG-202	AIRSIDE NATURAL GAS PLAN - AREA 2	9/28/2018
ACNG-203	AIRSIDE NATURAL GAS PLAN - AREA 3	9/28/2018
ACNG-204	AIRSIDE NATURAL GAS PLAN - AREA 3A	9/28/2018
ACNG-205	AIRSIDE NATURAL GAS PLAN - AREA 6A	9/28/2018
ACW-100	OVERALL AIRSIDE WATER PLAN - AREAS 1-9	9/28/2018
ACW-101	OVERALL AIRSIDE WATER PLAN - AREAS 10-18	9/28/2018

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ACW-104	AIRSIDE WATER PLAN - AREA 3	9/28/2018
ACW-105	AIRSIDE WATER PLAN - AREA 5	9/28/2018
ACW-106	AIRSIDE WATER PLAN - AREA 6	9/28/2018
ACW-107	AIRSIDE WATER PLAN - AREA 14	9/28/2018
ACLE-200	OVERALL AIRSIDE SITE POWER, COMM & PLAN - AREAS 1-9A	9/28/2018
ACLE-201	OVERALL AIRSIDE SITE POWER, COMM & PLAN - AREAS 10-18	9/28/2018
ACLE-202	AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 1	9/28/2018
ACLE-203	AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 2	9/28/2018
ACLE-204	ACLE-204 AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 4	9/28/2018
ACLE-205	ACLE-205 AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 5	9/28/2018
ACLE-206	ACLE-206 AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 6	9/28/2018
ACLE-207	ACLE-207 AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 6A	9/28/2018
ACLE-208	ACLE-208 AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 8	9/28/2018
ACLE-209	ACLE-209 AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 11	9/28/2018
ACLE-210	ACLE-210 AIRSIDE SITE POWER AND COMMUNICATIONS PLAN - AREA 14	9/28/2018
ACLE-300	OVERALL AIRSIDE SITE APRON LIGHTING PLAN - AREAS 1-9A	9/28/2018
ACLE-301	APRON LIGHTING PLAN - AREA 2	9/28/2018
ACLE-302	APRON LIGHTING PLAN - AREA 3	9/28/2018
ACLE-303	APRON LIGHTING PLAN - AREA 5	9/28/2018
ACLE-304	APRON LIGHTING PLAN - AREA 6	9/28/2018
ACLE-310	APRON LIGHTING DETAILS	9/28/2018
ACAE-001	ELECTRICAL LEGEND AND NOTES	9/28/2018
ACAE-101	OVERALL AIRFIELD ELECTRICAL DEMOLITION LAYOUT PLAN - AREAS 1-9	9/28/2018
ACAE-102	OVERALL AIRFIELD ELECTRICAL DEMOLITION LAYOUT PLAN - AREAS 10-18	9/28/2018
ACAE-103	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 1	9/28/2018
ACAE-104	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 2	9/28/2018
ACAE-105	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 3	9/28/2018
ACAE-106	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 4	9/28/2018
ACAE-107	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 5	9/28/2018
ACAE-108	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 6	9/28/2018
ACAE-109	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 8	9/28/2018
ACAE-110	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 9	9/28/2018
ACAE-111	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 13	9/28/2018
ACAE-112	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 14	9/28/2018
ACAE-113	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 16	9/28/2018
ACAE-114	AIRFIELD ELECTRICAL DEMOLITION PLAN - AREA 17	9/28/2018
ACAE-201	OVERALL AIRFIELD ELECTRICAL INSTALLATION LAYOUT PLAN - AREAS 1-9A	9/28/2018
ACAE-202	OVERALL AIRFIELD ELECTRICAL INSTALLATION LAYOUT PLAN - AREAS 10-18	9/28/2018
ACAE-203	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 1	9/28/2018
ACAE-204	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 2	9/28/2018
ACAE-205	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 3	9/28/2018
ACAE-206	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 4	9/28/2018
ACAE-207	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 6	9/28/2018
ACAE-208	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 8	9/28/2018
ACAE-209	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 9	9/28/2018
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ACAE-214	AIRFIELD ELECTRICAL INSTALLATION PLAN-AREA 17	9/28/2018
ACAE-501	FAA DUCT AND HANDHOLE DETAILS	9/28/2018
ACAE-502	KCAD DUCT AND HANDHOLE DETAILS	9/28/2018
ACAE-503	SIGN INDEX	9/28/2018
ACAP-100	OVERALL AIRFIELD DEMOLITION PLAN - AREAS 1-9	9/28/2018
ACAP-101	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 1	9/28/2018
ACAP-102	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 2	9/28/2018
ACAP-103	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 3	9/28/2018
ACAP-104	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 4	9/28/2018
ACAP-105	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 5	9/28/2018
ACAP-106	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 6	9/28/2018
ACAP-107	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 8	9/28/2018
ACAP-108	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 9	9/28/2018
ACAP-109	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 13	9/28/2018
ACAP-110	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 14	9/28/2018
ACAP-111	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 16	9/28/2018
ACAP-112	AIRFIELD PAVEMENT DEMOLITION PLAN - AREA 17	9/28/2018
ACAP-200	OVERALL AIRFIELD GEOMETRIC LAYOUT PLAN - AREAS 1 - 9	9/28/2018
ACAP-201	OVERALL AIRFIELD GEOMETRIC LAYOUT PLAN - AREAS 10-18	9/28/2018
ACAP-202	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 1	9/28/2018
ACAP-203	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 2	9/28/2018
ACAP-204	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 3	9/28/2018
ACAP-205	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 4	9/28/2018
ACAP-206	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 5	9/28/2018
ACAP-207	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 6	9/28/2018
ACAP-208	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 7	9/28/2018
ACAP-209	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 9	9/28/2018
ACAP-210	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 10	9/28/2018
ACAP-211	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 11	9/28/2018
ACAP-212	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 13	9/28/2018
ACAP-213	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 14	9/28/2018
ACAP-214	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 16	9/28/2018
ACAP-215	AIRFIELD GEOMETRIC LAYOUT PLAN - AREA 17	9/28/2018
ACAP-220	PAVEMENT SECTION DETAILS	9/28/2018
ACAP-300	RETAINING WALL PLAN AND PROFILE 1 STA 0+00 TO STA 12+00	9/28/2018
ACAP-301	RETAINING WALL PLAN AND PROFILE 2 STA 12+00 TO STA 25+64	9/28/2018
ACAP-302	RETAINING WALL DETAILS	9/28/2018
ACAP-400	GLYCOL STORAGE PLAN - AREA 14	9/28/2018
ACF-100	OVERALL AIRFIELD PERIMETER FENCE PLAN AREAS 1-9	9/28/2018
ACF-101	OVERALL AIRFIELD PERIMETER FENCE PLAN AREAS 10-18	9/28/2018
ACF-102	AIRFIELD PERIMETER FENCE PLAN - AREA 3	9/28/2018
ACF-103	AIRFIELD PERIMETER FENCE PLAN - AREA 4	9/28/2018
ACF-104	AIRFIELD PERIMETER FENCE PLAN - AREA 5	9/28/2018
ACF-105	AIRFIELD PERIMETER FENCE PLAN - AREA 6	9/28/2018
ACF-106	AIRFIELD PERIMETER FENCE PLAN - AREA 7	9/28/2018
ACF-107	AIRFIELD PERIMETER FENCE PLAN - AREA 8	9/28/2018
ACF-108	AIRFIELD PERIMETER FENCE PLAN - AREA 9	9/28/2018

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ACF-110	AIRFIELD PERIMETER FENCE PLAN - AREA 11	9/28/2018
ACF-111	AIRFIELD PERIMETER FENCE PLAN - AREA 13	9/28/2018
ACF-112	AIRFIELD PERIMETER FENCE PLAN - AREA 14	9/28/2018
ACAM-000	OVERALL AIRFIELD MARKING PLAN - AREAS 1-9	9/28/2018
ACAM-001	OVERALL AIRFIELD MARKING PLAN - AREAS 10-18	9/28/2018
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	Aircraft Fueling System-M10	9/1/1967	
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	Fuel Facility Improvement-S1	2/28/2003	
	Fuel Facility Improvement-S2	2/28/2003	
	Fuel Facility Improvement-S3	2/28/2003	
	Fuel line repair location	Undated	

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	KCI OVERALL SITE PLAN - Figure ES-1		Undated
	Plan of Fuel Tanks Foundation		Undated
	Relocation of No 1-6 at KCI-S-6554_rev4	7/17/1989	
	Storage Tank Removal and Replace- M-1	6/10/1988	
	Storage Tank Removal and Replace- M-2	6/10/1988	
	Storage Tank Removal and Replace- M-3	1/13/1989	
	System Map (Utilities) 1of 2	7/1/1982	
	System Map (Utilities) 2of 2	7/1/1982	
	Table 1 TANK SUMMARY	4/4/1991	
	Table ES-1	10/30/1995	
	Underground storage tanks inventory		Undated
	Underground Storage Tanks		Undated
	Gas		
	Gas line at Term B	6/19/1991	
	Overall gas main		Undated
	Systems Map (Utilities) sheet 1of2	7/1/1982	
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	Departing		
	Walking_DistTermB_curbticketgate_Depart		Undated
	WalkingDist_TermB_CurbGate_Depart		Undated
	Curbside- Gate		
	TermB-psl-WalkDist-Depart Curb-Gate-31		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-32		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-33		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-34		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-35		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-37		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-38		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-39		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-40		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-41		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-43		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-45		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-50		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-51		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-52		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-56-57		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-58		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-59		Undated
	TermB-psl-WalkDist-Depart Curb-Gate-60		Undated
	Curbside-Ticket Counter-Gate		
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-31		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-32		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-33		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-34		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-35		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-37		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-38		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-39		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-40		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-41		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-43		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-45		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-50		Undated
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-51		Undated

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	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-52	Undated	
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-56-57	Undated	
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-58	Undated	
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-59	Undated	
	TermB-psl-WalkDist-Depart Curb-Tkt Cntr-Gate-60	Undated	
	Garage-Curbside-Gate		
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-31	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-32	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-33	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-34	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-35	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-37	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-38	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-39	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-40	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-41	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-43	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-45	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-50	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-51	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-52	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-56-57	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-58	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-59	Undated	
	TermB-psl-WalkDist-Depart Garage-Curb-Gate-60	Undated	
	Garage-Curb-Ticket Counter-Gate		
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-31	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-32	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-33	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-34	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-35	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-37	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-38	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-39	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-40	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-41	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-43	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-45	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-50	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-51	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-52	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-56-57	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-58	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-59	Undated	
	TermB-psl-WalkDist-Depart Gar-Curb-Tkt Cntr-Gate-60	Undated	
	Surface Lot-Curbside-Gate		
	TermB-psl-WalkDist-Depart Surface Lot-Curb-Gate-31	Undated	
	TermB-psl-WalkDist-Depart Surface Lot-Curb-Gate-32	Undated	
	TermB-psl-WalkDist-Depart Surface Lot-Curb-Gate-33	Undated	
	TermB-psl-WalkDist-Depart Surface Lot-Curb-Gate-34	Undated	
	TermB-psl-WalkDist-Depart Surface Lot-Curb-Gate-35	Undated	
	TermB-psl-WalkDist-Depart Surface Lot-Curb-Gate-37	Undated	
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	TermB-psl-WalkDist-Depart Surface Lot-Curb-Gate-39	Undated	
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C7.1-E23-PSL-Power Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E24-Apron Level-Pwr Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E25-PSL-Power Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E26-Apron Level-Pwr Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E27-PSL-Power Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E28-Apron Level-Pwr Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E29-PSL-Power Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E30-Apron Level-Pwr Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E31-PSL-Power Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E32-Apron Level-Pwr Wiring Plan-Term A		4/15/1968	Rev 2
C7.1-E33-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E34-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E35-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E36-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E37-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E38-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E39-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E40-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E41-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E42-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E43-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E44-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E45-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E46-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E47-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E48-Apron Level-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E49-PSL-Lighting Plan-Term A		4/15/1968	Rev 2
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C7.1-E51-Ref Ceiling-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E52-Ref Ceiling-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E53-Ref Ceiling-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E54-Ref Ceiling-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E55-Ref Ceiling-Lighting Plan-Term A		4/15/1968	Rev 2
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C7.1-E57-Ref Ceiling-Lighting Plan-Term A		4/15/1968	Rev 2
C7.1-E58-Ref Ceiling-Lighting Plan-Term A		4/15/1968	Rev 2
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	C7.1-E109-Ref Ceiling-Lighting Plan-Term B	4/15/1968	Rev 2
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	CG10 Erosion Control Plan STA 424+50 to STA 433+00	3/1/2018	Rev 5
	CG11 Erosion Control Plan STA 198+00 to STA 212+00	3/1/2018	Rev 5
	CG12 Erosion Control Plan STA 87+50 to STA 92+00	3/1/2018	Rev 5
	General		Rev 5
	G00 Cover	3/1/2018	Rev 5
	G01 Abbreviation and Index of Sheets	3/1/2018	Rev 5
	G02 Summary of Quantities	3/1/2018	Rev 5
	G03 General Notes	3/1/2018	Rev 5
	G04 General Airport Site Plan	3/1/2018	Rev 5
	G05 Overall Phasing Plan	3/1/2018	Rev 5
	G06 Safety and Phasing Plan - Phase 1	3/1/2018	Rev 5
	G07 Safety and Phasing Plan - Phase 2	3/1/2018	Rev 5
	G08 Safety and Phasing Plan - Phase 3	3/1/2018	Rev 5
	G09 Safety and Phasing Plan - Phase 4	3/1/2018	Rev 5
	G10 Safety and Phasing Plan - Phase 5	3/1/2018	Rev 5
	G11 Safety and Phasing Details	3/1/2018	Rev 5
	G12 Boring and Coring Plan and Survey Control Plan	3/1/2018	Rev 5
	G13 Geometric Layout Plan	3/1/2018	Rev 5
	G14 Typical Sections	3/1/2018	Rev 5
	G15 Typical Sections	3/1/2018	Rev 5
	G16 OE - AAA (FAA 7460) Analysis Points	3/1/2018	Rev 5
	Grading and Drainage		Rev 5
	CG01 Grading and Drainage Plan STA. 386+00 to STA. 400+50	3/1/2018	Rev 5
	CG02 Grading and Drainage Plan STA. 400+50 to STA. 414+50	3/1/2018	Rev 5
	CG03 Grading and Drainage Plan STA. 414+50 to STA. 424+50	3/1/2018	Rev 5
	CG04 Grading and Drainage Plan STA. 424+50 to STA. 433+00	3/1/2018	Rev 5
	CG05 Grading and Drainage Plan STA. 198+00 to STA. 212+00	3/1/2018	Rev 5
	CG06 Grading and Drainage Plan STA. 87+50 to STA. 92+00	3/1/2018	Rev 5
	CG 13 Grading and Drainage Details	3/1/2018	Rev 5
	CG 14 Grading and Drainage Details	3/1/2018	Rev 5
	Joints		Rev 5
	CJ01 Joint Layout Plan STA. 386+00 to STA. 395+70	3/1/2018	Rev 5
	CJ02 Joint Layout Plan STA. 395+70 to STA. 405+60	3/1/2018	Rev 5
	CJ03 Joint Layout Plan STA. 405+60 to STA. 415+40	3/1/2018	Rev 5
	CJ04 Joint Layout Plan STA. 415+40 to STA. 424+40	3/1/2018	Rev 5
	CJ05 Joint Layout Plan STA. 424+40 to STA. 433+00	3/1/2018	Rev 5
	CJ06 Joint Layout Plan STA. 395+70 to STA. 405+60	3/1/2018	Rev 5
	CJ07 Joint Elevation Plan STA. 386+00 to STA. 395+70	3/1/2018	Rev 5
	CJ08 Joint Elevation Plan STA. 395+70 to STA. 405+60	3/1/2018	Rev 5
	CJ09 Joint Elevation Plan STA. 405+60 to STA. 415+40	3/1/2018	Rev 5
	CJ10 Joint Elevation Plan STA. 415+40 to STA. 424+40	3/1/2018	Rev 5
	CJ11 Joint Elevation Plan STA. 424+40 to STA. 433+00	3/1/2018	Rev 5
	CJ12 Joint Elevation Plan STA. 87+50 to STA. 92+00	3/1/2018	Rev 5
	CJ13 Joint Details	3/1/2018	Rev 5
	CJ14 Joint Details	3/1/2018	Rev 5
	Marking		Rev 5
	CM01 Marking Plan STA. 386+00 to STA. 400+50	3/1/2018	Rev 5
	CM02 Marking Plan STA. 400+50 to STA. 414+50	3/1/2018	Rev 5
	CM03 Marking Plan STA. 414+50 to STA. 424+50	3/1/2018	Rev 5
	CM04 Marking Plan STA. 424+50 to STA. 433+00	3/1/2018	Rev 5
	CM05 Marking Plan STA. 87+50 to STA. 92+00	3/1/2018	Rev 5
	CM06 Marking Details	3/1/2018	Rev 5

Section	Description	Date	Rev
	CM07 Marking Details	3/1/2018	Rev 5
	Pavement		Rev 5
	CP01 Pavement Plan STA. 386+00 to STA. 400+50	3/1/2018	Rev 5
	CP02 Pavement Plan STA. 400+50 to STA. 414+50	3/1/2018	Rev 5
	CP03 Pavement Plan STA. 414+50 to STA. 424+50	3/1/2018	Rev 5
	CP04 Pavement Plan STA. 424+50 to STA. 433+00	3/1/2018	Rev 5
	CP05 Pavement Plan STA. 87+50 to STA. 92+00	3/1/2018	Rev 5
	Taxiway		Rev 5
	CP06 Taxiway A9 and B Profile STA. 387+37.44 to STA. 402+00	3/1/2018	Rev 5
	CP07 Taxiway B Profile STA. 402+00 to STA. 433+00	3/1/2018	Rev 5
	CP08 Taxiway D, G and M Profile	3/1/2018	Rev 5
	Cx01 Taxiway B & D Cross Sections	3/1/2018	Rev 5
	Cx02 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx03 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx04 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx05 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx06 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx07 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx08 Taxiway B and M Cross Sections	3/1/2018	Rev 5
	Cx09 Taxiway B and M Cross Sections	3/1/2018	Rev 5
	Cx10 Taxiway B and M Cross Sections	3/1/2018	Rev 5
	Cx11 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx12 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx13 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx14 Taxiway B Cross Sections	3/1/2018	Rev 5
	Cx15 Taxiway B Cross Sections	3/1/2018	Rev 5
0017	0017 - Pavement Conditions		Rev 6
	PCI Pavement Condition Plan - KCI Airport	Undated	Rev 6
	Pavement Condition Index Map	3/1/2016	Rev 6
	Recommended CIP Map	3/1/2016	Rev 6
0018	0018 - Structural Details for RCB - Under Term A		Rev 7
	C1-07-Grading & Drainage Plan-Area 4	8/4/1966	Rev 7
	C1-10 Grading & Drainage Plan-Area 7	8/4/1966	Rev 7
	C1-11-Grading & Drainage Plan-Area 8	8/4/1966	Rev 7
	C1-46-Storm Sewer Profiles	8/4/1966	Rev 7
	C1-50 Storm Sewer Structures Details	8/4/1966	Rev 7
0019	0019 - Pavement Report		Rev 8
	KCI Pavement Management Report-DRAFT rev1_CIP Map.pdf	12/1/2017	Rev 8
	2017-12-01 KCI Pavement Management Report-DRAFT rev1_PCI Map	12/1/2017	Rev 8
0020	0020 - KCI Fuel Lines		Rev 9
	M1	9/1/1967	Rev 9
	M7	9/1/1967	Rev 9
	M8	9/1/1967	Rev 9
	M9	3/2/1969	Rev 9
	SK13		



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DESIGN REVIEW MATRIX

This document is CONFIDENTIAL and PROPRIETARY and is protected from disclosure under Chapter 610, RSMo, the Sunshine Law. Disclosure of this document will cause severe and irreparable harm to the business operations of Edgemoor Infrastructure & Real Estate, Clark/Welz/Clarkson a JV and their parents and subsidiaries. This document is intended only for the use of Kansas City Aviation Department. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this document is strictly prohibited. If you have received this document in error, please notify Geoff Stricker immediately at geoffry.stricker@edgemoordevelopment.com and delete this document from your computer or destroy any print copies that have been made.

Page	Stakeholder	Date	Comments	Date Responded	Responder	Responses	Secondary Comments - Response	Follow-up Responses (Provide Response)	Project Status	Verification of Updates (Provide Verifier Initials)
42	10861	6/27/2018 15:41	Some CHS components may require unobstructable power supply per VSA 9035.	7/13/2018 13:21	graham	We acknowledge and will discuss with SGM				NW
46	10861	6/27/2018 14:35	Are there already listed in EIOG, A.3.1 and A.4?	7/13/2018 17:24	graham	Yes, they were already listed.				NW
46	10861	7/6/2018 15:24	We want to do as much as possible - would just need justification on the "must accessible" aspect in the world.	7/13/2018 at 05:50 PM	graham	We agree.				NW
25	Terry Cassidy	6/25/2018 16:47	unit roof most of this	7/13/2018 11:55	cederholm	Will correct.				NW
35	Terry Cassidy	6/25/2018 15:28	Define perimeter at shaft	7/13/2018 11:45	cederholm	See the OIR and Rev-7/10 drawings for diagram of shaft of ventilation well				NW
	Mauro Herman	6/28/2018 9:45	Page F10-1, but what does "kitchen included" mean, and how is it measured or verified/validated?	7/13/2018 at 10:54:09 AM	graham	As discussed in the BOD to Sustainability Strategy (6/27/2018), future redefined includes total cost of ownership analysis and ability to upgrade investments in the future to implement the "direct" systems as new technological advances come in the market.				BA
55	Mauro Herman	6/28/2018 14:45	Page F10-1, Original From BOD Comment: Whether it's a separate goal, embedded in one of the existing goals, or integrated elsewhere in the document, it's recommended that a some type of comprehensive post-occupancy evaluation being triggered from year 1 for a reactive as a sustainability value to return over an area. Response indicated that this would be addressed in subsequent sustainability workshops	7/13/2018 at 10:46:23 AM	graham	Original response indicated that this would be addressed in subsequent sustainability workshops. Post-occupancy evaluation was discussed in the BOD to Sustainability Strategy (6/27/2018) and included in the project's overall sustainability strategy. The project team will continue to work with the BOD team to develop a set of sustainability goals and metrics that will focus on individual LEED credits and sustainability strategies.				BA
57	Mauro Herman	6/28/2018 15:46	Original From BOD Comment: Page F10-2: This table is being updated this week. The table can be added post-occupancy, but with a goal in mind, and the team will be working with the BOD team to develop a set of sustainability goals and metrics that will focus on individual LEED credits and sustainability strategies.	7/13/2018 at 10:25:09 AM	graham	Original response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations. Smart building systems, as well as energy and water metering bytes, were shared in the BOD to Sustainability Strategy (6/27/2018). The design team presented potential LEED Innovation Credits opportunities which will be discussed in subsequent sustainability workshops during the BOD phase.				BA
57	Mauro Herman	6/28/2018 15:46	Original From BOD Comment: Page F10-2: Goal 1, Strategy 2: A new level of leadership in the world includes a "smart system" integrating real time occupant feedback relative to LED controls and smart systems? Integrating real time occupancy and phobological conditions. Response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations.	7/13/2018 at 10:25:09 AM	graham	Original response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations. Smart building systems, as well as energy and water metering bytes, were shared in the BOD to Sustainability Strategy (6/27/2018). The design team presented potential LEED Innovation Credits opportunities which will be discussed in subsequent sustainability workshops during the BOD phase.				BA
58	Mauro Herman	6/29/2018 9:47	Original From BOD Comment: Page F10-3: Goal 4, Strategy 3: Include LCC study for decisions making, 2% of 40 years in typical operational period that this would be addressed in subsequent sustainability workshop for building, materials.	7/13/2018 at 02:18:37 AM	graham	Original response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations. Smart building systems, as well as energy and water metering bytes, were shared in the BOD to Sustainability Strategy (6/27/2018). The design team presented potential LEED Innovation Credits opportunities which will be discussed in subsequent sustainability workshops during the BOD phase.				BA
58	Mauro Herman	6/29/2018 9:47	New Comment: Page F10-3: Relative to the goals and associated strategies, will specific targets be set that aren't covered in specific LEED credits, and be incorporated in the OIRs. Response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations.	7/13/2018 at 10:57:57 AM	graham	Original response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations. Smart building systems, as well as energy and water metering bytes, were shared in the BOD to Sustainability Strategy (6/27/2018). The design team presented potential LEED Innovation Credits opportunities which will be discussed in subsequent sustainability workshops during the BOD phase.				BA
58	Mauro Herman	6/29/2018 9:48	New Comment: Page F10-3: Recommended that this (when possible) be completed in 2018. Response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations.	7/13/2018 at 10:57:57 AM	graham	Original response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations. Smart building systems, as well as energy and water metering bytes, were shared in the BOD to Sustainability Strategy (6/27/2018). The design team presented potential LEED Innovation Credits opportunities which will be discussed in subsequent sustainability workshops during the BOD phase.				BA
58	Mauro Herman	6/29/2018 9:47	Look to take learn and LEED credits to possible change LEED requirements with regard to them before the project is over.	7/13/2018 at 10:57:57 AM	graham	Original response indicated that this would be addressed in subsequent sustainability workshops and Goal Modeling iterations. Smart building systems, as well as energy and water metering bytes, were shared in the BOD to Sustainability Strategy (6/27/2018). The design team presented potential LEED Innovation Credits opportunities which will be discussed in subsequent sustainability workshops during the BOD phase.				BA
59	Jillia	7/6/2018 15:45	New Comment: Page F10-3: Unclassified Density and diverse types: Has the design team considered engaging a part staff, interns, travelers, etc. to help determine what additional uses would be well received and used. Identifying/confirming a preferred need/want could help justify this credit's year start.	7/13/2018 at 11:13:37 PM	graham	Design team currently conducting additional sustainability research with city and ICAD				BA
60	Mauro Herman	6/29/2018 9:47	New Comment: Page F10-4: The use of open space as an amenity space for travelers would also provide them an opportunity to experience thermal comforts as well as well as a light benefit.	7/13/2018 at 10:41:54 AM	graham	Design team currently conducting additional sustainability research with city and ICAD				BA
60	Mauro Herman	6/29/2018 9:47	New Comment: Page F10-4: The use of open space as an amenity space for travelers would also provide them an opportunity to experience thermal comforts as well as a light benefit.	7/13/2018 at 10:41:54 AM	graham	Design team currently conducting additional sustainability research with city and ICAD				BA

Page	Stakeholder	Date	Comments	Response	Date Responded	Responsible	Follow-up Comment (From Reviewer) (Per C and D Implementation)	Review Status	Follow-up Response (Provide Reasonably)	Best Check and Verification Incorporated (Completed by Non-Party)	Verification of Update (Provide Verifier Initials)
232	CP&I	6/24/2018 2:21	In this regard to be reworked?	Yes, will be corrected. These need clarification 400-880 being evaluated. It would be required to have running water in case of a shutoff in jacket or torrid shutoff scenario. In the case of freshwater water sensors, the shutoff would not be able to be brought on process by phase option and have access to water.	7/13/2018 15:38	amg@clarkweitz.com	Satisfied			DS040-E.2.b	Comments addressed. TM
233	Stevens	6/27/2018 11:04	Stevens Error, M.E. Group: What constraints on sensors (legally required)?	Agree: comment to be addressed in next phase. set by JamesDietz on 7/17/2018 at 4:57:38 PM	7/13/2018 3:45:37 PM 7/17/2018 13:30	amg@clarkweitz.com	Satisfied			DS040-E.2.b	Comments addressed. TM
233	Stevens	6/27/2018 11:08	Stevens Error, M.E. Group: DM you want to say that three-pole ATS will be used with open, 3-phase, "3-wire"?	Agree: comment to be addressed in next phase. set by JamesDietz on 7/17/2018 at 3:25:00 PM	7/13/2018 15:42	amg@clarkweitz.com	Satisfied			DS040-E.2.b	Comments addressed. TM
234	Stevens	6/27/2018 11:18	Stevens Error, M.E. Group: Recommendation of three panels serving 0.01MW/7.5 also seems to be addressed with surge protective devices.	Agree: comment to be addressed in next phase. set by JamesDietz on 7/17/2018 at 3:43:53 PM	7/13/2018 15:43	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
235	CP&I	6/24/2018 2:28	Recommend adding 4,100 volt, 3 phase for oilers as a pilot holder.	Do not disagree. Design with member JamesDietz on 7/13/2018 at 11:54:58 AM	7/13/2018 11:53:16 AM 7/17/2018 13:32	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
235	CP&I	6/24/2018 2:48	Recommend use of Motor Control Centers for CLP mechanical equipment to coordinate starter for ease of maintenance and operations.	Do not disagree. Design with member JamesDietz on 7/13/2018 at 11:55:50 AM	7/13/2018 11:56:44 AM 7/13/2018 15:45	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
235	Stevens	6/27/2018 11:21	Stevens Error, M.E. Group: Recommend MCC cable shall have a green bayonet equipment grounding conductor.	Agree: comment to be addressed in next phase. set by JamesDietz on 7/13/2018 at 3:49:53 PM	7/13/2018 15:47	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
235	Stevens	6/27/2018 11:28	Stevens Error, M.E. Group: Recommend 4-bay CRTS feed-through will be permitted. Neglecting that 4-bay receptacle will use-400 volt distribution devices at risk.	Agree: comment to be addressed in next phase. set by JamesDietz on 7/13/2018 at 3:49:53 PM	7/13/2018 15:47	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
236	Stevens	6/27/2018 11:27	Stevens Error, M.E. Group: recommend "dead" compression fittings with ENVT.	Agree: comment to be addressed in next phase. set by JamesDietz on 7/13/2018 at 3:49:53 PM	7/13/2018 15:46	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
237	CP&I	6/24/2018 2:53	We do not recommend use of aluminum conductors, consider remaining in the unit installation.	Do not disagree. Design with member JamesDietz on 7/13/2018 at 12:05:15 PM	7/13/2018 3:49:49 PM 7/17/2018 13:33	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
239	CP&I	6/24/2018 2:48	Recommend including 4 ferrite cores able to determine if RC webbers are required for the unit installation.	Agree: comment to be addressed in next phase. set by JamesDietz on 7/13/2018 at 3:11:03 PM	7/13/2018 15:38	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments addressed. TM
243	Stevens	6/27/2018 1:08	AG: "and all integral NCHCO ammeters under Section 18-01."	Will add.	7/13/2018 13:17	amg@clarkweitz.com	Satisfied			DS040-E.2.a	Comments incorporated. TM

Page	Stakeholder	Date	Comments	Stakeholder	Date Responded	Response	Follow-up Response (Provide if appropriate)	Revised Status	Secondary Comment - Response	Follow-up Comment (Provide if appropriate)	Updated BOD Section if Comment was Incorporated (Completed by Respondent)	Verification of update (Initials)
329	Jaba	7/6/2018 20:10	Signage will need many levels of design and materials	MSWilliams	7/17/2018 16:32	Model, mock-up will be used in the specifications. Design can be finalized in next phase.		B			To be addressed in next phase	
330	McKee	7/6/2018 20:11	Good. I see that you sign will be hung from the ceiling/wall. Management and table sign.	MSWilliams	7/17/2018 16:32	Model, design will be used in next phase. (7/17/2018 16:32)		B			To be addressed in next phase	
331	McKee	7/6/2018 20:12	Will signage need to be incorporated?	MSWilliams	7/17/2018 16:32	Signage will be incorporated in next phase. (7/17/2018 16:32)		B			To be addressed in next phase	
334	McKee	7/6/2018 20:13	What about table sign and dynamic display and lights for future changes?	MSWilliams	7/17/2018 16:32	Further discussion required. (7/17/2018 16:32)		B			To be addressed in next phase	
339	McKee	6/29/2018 15:58	Impact to Terminal B Operations and adjacent Tending - How will foreign Object Infringe (FOI) be controlled to maintain aircraft operation safety?	MSWilliams	7/17/2018 16:32	Agrees comment incorporated. See updated book, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
350	McKee	7/6/2018 20:14	The FAA tower folks need to be involved and have coordination and approval of how every station and air traffic tower is utilized.	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
352	Matt Walsh	6/29/2018 16:05	Are reduced separation clearances going to be used? If not the standard 500 feet be used?	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
352	Matt Walsh	6/29/2018 16:06	Taxiway Wingtip Clearance for A05 B11 is 21 feet	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
353	Matt Walsh	6/29/2018 16:04	Example of things that would be helpful to ensure necessary clearances are being met?	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
353	Matt Walsh	6/29/2018 17:25	Reduce the variance of this information. Most recent master plan update, stakeholders, etc.?	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
354	MSWilliams	6/27/2018 10:07	AMC	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
354	Matt Walsh	6/27/2018 16:51	All of the items that the number of operations, A05, T04, etc. for each item, should be provided	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
355	Matt Walsh	6/29/2018 17:28	It is understood that the airports have requested the need for 25 (29 potential) BOD positions based on their flight schedule. Should an independent study be performed to determine the actual BOD positions?	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
356	Matt Walsh	6/27/2018 16:52	Is there a small % because of aircraft operations being used in P-50M/B11?	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
356	Matt Walsh	6/29/2018 18:19	Version 2.4J	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
356	Matt Walsh	6/27/2018 18:17	Provide P-50M/B11 design layout documentation that led to this recommendation	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
356	Matt Walsh	6/27/2018 18:52	Confirm if modification to general terms are required for P-50M/B11 and P-200M/B11 specifications for approval.	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
356	Matt Walsh	6/29/2018 18:23	What is the actual flight being used for the pavement action design? The list of aircraft is listed in the BOD, but the number of equivalent annual departures is not provided. Recommended appendix chapter for this information and the P-50M/B11 produced reports to backup documentation.	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				
357	Matt Walsh	6/29/2018 18:25	P-50M/B11 - 1pp. of	MSWilliams	7/17/2018 16:32	Agrees comment to be addressed in next phase, set by MSWilliams on 7/17/2018 at 16:32 PM. (7/17/2018 16:32)		B				

Responses to Stakeholders Comments on Updated Basis of Design (BOD) Document Issued with Concept Design Package
 Prepared on July 27, 2018 (Rev. 10/25/18)

Page	Date	Comments	Response	Response Date	Response By	Secondary Comment (From Reviewer) [For E-mail Responses only]	Follow-up Response (Provide Hyperlink)	Resolution of Issues (Provide Verbal)
87	6/21/2018 16:08	Overlay pavement structure will require a different joint spacing than full depth new pavement. Need discussion at time the different spacings will be accommodated	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:25:24 AM	7/14/2018 9:27	MWilliams	Satisfied	Satisfied	OK
88	6/29/2018 16:38	Design backup documents shall be provided in the following reviews of the BOD for POISE software section.	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:06 AM	7/14/2018 9:31	MWilliams	Satisfied	Satisfied	OK
89	6/29/2018 16:58	Will this option still be explored if POISE pavement is available?	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:07 AM	7/14/2018 9:30	MWilliams	Satisfied	Satisfied	OK
90	6/29/2018 16:58	In any of the potential joint pavement that is referenced currently in an "overlay" condition where this could be feasible? Performed a Terminal IBC Agrees were identified as "Overlay" (PCI 15-20) under 2017 Pavement Management Update	Dis-agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:08 AM	7/14/2018 9:34	MWilliams	Satisfied	Satisfied	OK
91	6/29/2018 16:58	If the bearing bridges are the critical design load, what equivalent deck load was used in FAIRFIELD? FAIRFIELD has right program to determine the light duty category	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:09 AM	7/14/2018 9:30	MWilliams	Satisfied	Satisfied	OK
92	6/29/2018 16:59	Reference to meet depth information?	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:09 AM	7/14/2018 9:29	MWilliams	Satisfied	Satisfied	OK
93	6/29/2018 16:57	FAIRFIELD	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:09 AM	7/14/2018 9:29	MWilliams	Satisfied	Satisfied	OK
94	6/29/2018 16:58	If FAIRFIELD is used based on section 3.1.8 in Pavement Design AC - will POISE software be used as a backstop?	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:09 AM	7/14/2018 9:29	MWilliams	Satisfied	Satisfied	OK
95	6/29/2018 17:00	When is POISE to be used? POISE will be used for the design of the BOD. The POISE software will be used for the design of the BOD. The POISE software will be used for the design of the BOD.	Dis-agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:09 AM	7/14/2018 9:27	MWilliams	Satisfied	Satisfied	OK
96	6/29/2018 17:03	What is the POISE software? POISE will be used for the design of the BOD. The POISE software will be used for the design of the BOD. The POISE software will be used for the design of the BOD.	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:09 AM	7/14/2018 9:28	MWilliams	Satisfied	Satisfied	OK
97	6/29/2018 17:37	Since the most demanding aircraft used in the FAIRFIELD analysis, aircraft CDF1 include FAIRFIELD design data in appendix.	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:10 AM	7/14/2018 9:41	MWilliams	Satisfied	Satisfied	OK
98	6/29/2018 17:54	What software and design standards were used to develop this section?	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:10 AM	7/14/2018 9:51	MWilliams	Satisfied	Satisfied	OK
99	6/29/2018 17:58	Since the design of the section is not adequate to sustain the loads from the truck, the design of the section is not adequate to sustain the loads from the truck. The design of the section is not adequate to sustain the loads from the truck. The design of the section is not adequate to sustain the loads from the truck.	Dis-agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:10 AM	7/14/2018 9:53	MWilliams	Satisfied	Satisfied	OK
100	6/29/2018 18:58	What is the TC for this project?	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:10 AM	7/14/2018 9:55	MWilliams	Satisfied	Satisfied	OK
101	6/29/2018 17:03	Recommendation 4 of this report shall be included in specifications P-537	Agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:10 AM	7/14/2018 9:55	MWilliams	Satisfied	Satisfied	OK
102	6/29/2018 18:57	This is not the same standard for concrete beams or other concrete units as PCI 1.1. It is recommended that the BOD software used be updated to include PCI 1.1.	Dis-agrees; comment to be addressed in next phase. set by MWilliams on 7/14/2018 at 9:35:10 AM	7/14/2018 10:05	MWilliams	Satisfied	Satisfied	OK

Responses to Stakeholder Comments on Updated Basis of Design (BOD) Document Issued with Concept Design Package

REF TO CONCEPT DESIGN
 A - Comment incorporated into BOD
 B - Agree; comment to be addressed in next phase.
 C - Need more info. from stakeholder or further discussion
 D - Do not agree (Design team member to provide resolution)

Page	Stakeholder	Date	Comments	Status	Response	Date Responded	ICP number	Follow-up Comment (From Review) (For C and D Responses only)	Revised Status	Follow-up Response (Provide Response)	Verification of Update (Provide Verifier Initials)
493	Gregory	6/26/2018 14:39	effective as of May 2018	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 4:58:47 PM	Will revise	7/13/2018 14:58					UB
493	Gregory	6/26/2018 15:01	comment as of May 2018	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 4:58:17 PM	Will revise	7/13/2018 15:58					CB
493	Gregory	6/26/2018 15:01	as of February 2017	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 4:58:17 PM	Will revise	7/13/2018 16:58					CB
493	Gregory	6/26/2018 16:40	After address the curb and VPI parking and groove on the entrance ramp, need a strip-zone for VPI, if it is to be on the curb	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 4:59:34 PM	Will revise	7/13/2018 16:59		Response satisfactory. Review status code to B.			CB
493	Gregory	6/26/2018 15:02	Owner has not been involved with the idea or design. Need more information and understanding. Future goals and "intent" has been noted with respect to the proposed parking lot. A future parking lot for the building. It may look like for 2-3 years and then it goes back to covered areas. Owner needs more information.	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 4:59:34 PM	Will revise	7/13/2018 16:59		Response satisfactory. Review status code to B.			CB
493	Gregory	6/26/2018 17:14	Are there parameters defining Level 4 that can be cited	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 4:59:34 PM	Will revise	7/13/2018 16:59		Response satisfactory. Review status code to B.			CB
541	JRHo	7/6/2018 20:47	Need access from garage to disjunctive curb in 2.5 phases (a must).	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 10:56:53 AM	Mark Gatica	7/13/2018 20:54		Two arrows are planned to be shown connecting the vertical circulation core to the garage to the terminal.	B		UB
545	JDG61	7/6/2018 12:14	phase includes both replication of the term "level numbering"	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 10:56:57 AM	Mark Gatica	7/6/2018 00:00		Revisiting: Done by team. Revisited regarding information system providing the right information at the right time at the right location making prints, to ensure a smooth travel journey.			UB
545	JRHo	7/6/2018 20:40	Work Important!!!	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 10:56:57 AM	Mark Gatica	7/13/2018 10:58		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
545	JRHo	7/6/2018 20:46	For VPI, if it is to be on the curb	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 10:56:57 AM	Mark Gatica	7/13/2018 10:58		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
547	JRHo	7/6/2018 20:41	Where are they?	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 10:56:57 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
547	JRHo	6/26/2018 17:16	6 or 7? Appoint to be 7, considering the basement.	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 10:56:57 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
548	JRHo	6/26/2018 17:17	Assume this is a ballist filter, in case they enter accidentally or decide they don't want to enter	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 10:56:57 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
549	JRHo	7/6/2018 20:49	Most important is how the pedestrian gets to the terminal, even in parking lots or garages.	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 11:03:17 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
549	JRHo	7/6/2018 20:43	To be determined. Owner wants to move away from H-rips and have speed ramps used for a terminal situation (that is correct in the terminal). H-rips could be removed.	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 11:03:17 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
549	JRHo	7/6/2018 20:45	Highway, not correct.	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 11:03:17 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
549	10661	7/12/2018 12:16	Downing indicates owner parking levels, see sheet 46-010	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 11:03:17 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
549	JRHo	6/26/2018 17:19	Specify that this will influence the number of entry bases provided in the design	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 11:03:17 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
549	JRHo	7/6/2018 20:46	lighting, colors, landscape and amounts to base pedestrian terminal	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 11:03:17 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB
549	JRHo	6/26/2018 15:43	Identify yellow children hydration bases and to set up a school	B-Agrees; comment to be addressed in next phase, act by field on 7/13/2018 at 11:03:17 AM	Mark Gatica	7/13/2018 11:00		Agree. It is a priority to review garage design. What is the job or other pattern, but with a consistent entry area through the level.	Good		UB

Responses to Stakeholders Comments on Updated Drawings Document issued with Concept Design Package

Issue	Drawn/Revised	Submittal	Summary	Submittal	Response	Comments	Resolution
10 ALS-020 GARAGE LEVEL ARRIVALS LIFE SAFETY PLAN	10/5/18	10/5/18	ensure that the exit route (pedestrian walkway) from the interior of the garage to the exterior is clearly identified for people coming up from below	B-Agrees/agrees	7/13/2018 5:57:07 PM	We will evaluate directional exit signage from the light well stairs plus exit sign at the exterior exit points.	Updated in new design- NW
10 ALS-020 GARAGE LEVEL ARRIVALS LIFE SAFETY PLAN	10/5/18	10/5/18	Where is the employee SECT?	A = Com/william.aminer	7/13/2018	At the main checkpoint per TSA requirements	RP
10 ALS-020 GARAGE LEVEL ARRIVALS LIFE SAFETY PLAN	10/5/18	10/5/18	Can these be outside the building? Up against the screen wall?	D-Do not/william.aminer	7/13/2018	Yes, these serve the terminal	Plans updated and will be further developed in upcoming phase
10 ALS-020 GARAGE LEVEL ARRIVALS LIFE SAFETY PLAN	10/5/18	10/5/18	Is there a quantity of space for the four gates on the S side of the X concourse?	B	7/13/2018	Plans updated	RP
10 ALS-020 GARAGE LEVEL ARRIVALS LIFE SAFETY PLAN	10/5/18	10/5/18	Where is the SE SECT?	A = Com/william.aminer	7/13/2018	In the main SECT per TSA	No changes to drawings
11 ALS-020M GARAGE MEZZANINE LIFE SAFETY PLAN	10/5/18	10/5/18	Move outside to create more ramp level space	D-Do not/Robert	7/13/2018 10:27:01 AM	As discussed at 7/5/1 meeting, equipment cannot be moved to exterior condition.	RP
12 ALS-020M GARAGE MEZZANINE LIFE SAFETY PLAN	10/5/18	10/5/18	where do these exits exit to? They do not show up on the levels above or below?	A=Agrees/agrees	7/13/2018 5:16:52 PM	The stairs egress to level 0 Arrivals Level. Please see sheet ALS-020.	Updated in new design- NW
12 ALS-020M GARAGE MEZZANINE LIFE SAFETY PLAN	10/5/18	10/5/18	where do these stairs exit to? They do not show up on the levels above or below?	A = Com/william.aminer	7/13/2018	These stairs connect the mezzanine level to Level 0. Please see sheet ALS-020	Updated in new design- NW
12 ALS-020M GARAGE MEZZANINE LIFE SAFETY PLAN	10/5/18	10/5/18	where these exit of the building, adjacent to the screen wall to this up space for air/fuel/air of house uses	D-Do not/william.aminer	7/13/2018 10:25:39 AM	These serve the terminal and are interior space	Reviewed, employees checkpoints at SECT, SEE AT-011, ES
12 ALS-020M GARAGE MEZZANINE LIFE SAFETY PLAN	10/5/18	10/5/18	Where is the employee screening checkpoint?	A = Com/william.aminer	7/13/2018	These serve the terminal and are interior space	Reviewed, employees checkpoints at SECT, SEE AT-011, ES
12 ALS-020M GARAGE MEZZANINE LIFE SAFETY PLAN	10/5/18	10/5/18	Move outside with screening wall to create more ramp level space	D-Do not/william.aminer	7/13/2018	Green work will be required with new or other mechanisms free mounted if not required for LEED. Design area is a fixed link bridge will be included in upcoming submittal	Reviewed, see roof plan, SEE AT-011, AT-013, ES
13 ALS-021 GARAGE LEVEL 1 DEPARTURES LIFE SAFETY PLAN	10/5/18	10/5/18	What is this finger - fixed bridge? What is a roof garden	A = Com/william.aminer	7/13/2018 10:27:36 AM	Future expansion will be provided.	Basement level REMOVED
13 ALS-021 GARAGE LEVEL 1 DEPARTURES LIFE SAFETY PLAN	10/5/18	10/5/18	Need to talk about future proofing the dependent ind gate approach. The design is unclear on how adjoining gates are not impacted when one ind declining arrival is underway.	A = Com/william.aminer	7/13/2018 10:27:36 AM	Crosswalks will be added at end-of-aisle crossings for most program submission. Assumption is for pedestrian circulation through drive aisles	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Show passenger walking paths and crosswalks	B-Agrees/agrees	7/14/2018 1:55:27 PM	Versting will be shown next submission. Tunnel will be enclosed and conditional. Circulation will be reviewed for next submission. Current width allows for 10' elevator queuing space in addition to 2' for circulation	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Show Vestibule to interior of building	B-Agrees/agrees	7/14/2018 1:55:27 PM	Circulation will be reviewed for next program submission, LA	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Verify elevator lobby will not impact passenger flows...	B-Agrees/agrees	7/14/2018 1:55:27 PM	Architectural drawings will be adjusted to match airside BOD coordinate with structure and MEP to maintain clear height in common areas	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Recommended Adjustments to improve circulation	B-Agrees/agrees	7/14/2018 1:55:27 PM	Expand joints can be located within baggage systems with proper coordination, will study further in next stage	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	TSA security concerns with distance to ADA force on both sides	A=Agrees/agrees	7/14/2018 1:55:27 PM	Currently planned to raise service elevators at north up to study further in next stage	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Mesh space above - verify truss can pass under Mesh Room	B-Agrees/agrees	7/14/2018 1:55:27 PM	MFA No Ramp Control Tower	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Expansion joint in the middle of the IMU device...?	B-Agrees/agrees	7/14/2018 1:55:27 PM	Perimeter fence plan areas 3-9	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	How do we get to the gate control tower...?	A	7/14/2018 1:55:27 PM	Review, SEE AT-010	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Best force full length (both sides)	A=Agrees/agrees	7/14/2018 1:55:27 PM	Blair fence full length (both sides)	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Can these gates be bypassed...?	B	7/14/2018 1:55:27 PM	Will review in upcoming phase	Basement level REMOVED
14 AT-018 BASEMENT LEVEL FLOOR PLAN	10/5/18	10/5/18	Change to Airline Space...	B=Agrees/agrees	7/14/2018 1:55:27 PM	New plan presented in weekly to final review	Basement level REMOVED



Responses to Stakeholders Comments on Updated Drawings Document Issued with Concept Design Package
Prepared July 27, 2018 (Rev. 10/15/18)

Item	Page	Subject/Issue	Resolution/Comments	Response	Response	Date/Response	Response	Response
Text Box	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Where is trash collected? Must coordinate vertical clearances needed for garbage truck access/height container removal. Is there an elevated walk surface for depressed location for containers for employees to dump trash/recycling?	B-Agrees; william.annacker	7/18/2018 10:58:58 AM	Trash would be collected at node in outside dock, this will be detailed further in next phase	ES	Revised, SEE AT-010, and BOD Appendix BB
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Need Airline, stairs on this side of the Concourse	A-Agrees; william.annacker	7/18/2018 3:28:35 PM	Updated plan has been presented with MEP spaces and define support shaft	ES	Revised, SEE AT-010 and BOD Appendix BB, and Landuse Civil Plans, Revised, AT-010
Text Box	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Verify truck, show stairs & maneuvering	B-Agrees; william.annacker	7/19/2018 2:14:09 PM	40' trucks can maneuver, will detail further in next phase	ES	
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Why?	A	7/19/2018 5:55:18 PM	Why do we have seating?	ES	
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Move to the ramp	B-Do not/william.annacker	7/18/2018 11:00:08 AM	Electrical substations will be within the building, emergency generators moved to apron. This has been presented since submission and will be detailed in next stage of work	ES	Revised, AT-010
Text Box	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Why located here? Why not further up street and move the makeup offices closer to the center of the concourse with more clear height.	B-Agrees; william.annacker	7/18/2018 2:17:35 PM	Based on technical floor option we will be moving MEP rooms to center of concourse	ES	Revised, AT-010
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Verify bag collection with a cart train turning radius with all columns	B-Agrees; william.annacker	7/18/2018 3:30:17 PM	MU anticipate with BHS bag needs in next stage	ES	Revised to accommodate Airline Ops space and future growth, as well as employee circulation, see AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	What is this space?	B-Agrees; william.annacker	7/18/2018 10:52:59 AM	Shell space, arrivals corridor in future 42 gate plan	ES	Revised, SEE AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	no chairs	B-Agrees; william.annacker	7/18/2018 3:12:39 PM	Eliminated in initial slope floor options	ES	Revised, see AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Verify all Stairs: usually work... problems	B-Agrees; comment to be addressed in next phase, set by william.annacker on 7/25/2018 at 2:25:17 PM			ES	
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Exit from RS should be configured to avoid direct line of sight into RS	B-Agrees; comment to be addressed in next phase, set by william.annacker on 7/25/2018 at 1:24:10 PM			ES	
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Need to show APC Kiosk (not necessarily right here)	B-Agrees; comment incorporated.	7/19/2018 5:34:07 PM	Will work in next phase with CBP guidelines	ES	Revised, SEE AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	observer	A-Agrees; comment to be addressed in next phase, set by william.annacker on 7/25/2018 at 10:15:40 AM			ES	
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	10249	B-Agrees; comment to be addressed in next phase, set by william.annacker on 7/18/2018 at 4:07:41 PM			ES	
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Dimension too tight for safe operations	A-Agrees; william.annacker	7/19/2018 10:44:43 AM	Plan has been updated and dimensional requirements presented	ES	Revised, SEE AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Need a work station as to how this space functions... Loading Dock	A-Agrees; see final	7/21/2018 2:55:40 PM	Workshop will be subdivided	ES	Revised at meeting with KCAD, coordination to be confirmed in next phase. See BOD Appendix BB
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	How will this work with canopy over the road?	B-Agrees; william.annacker	7/25/2018 9:30:17 AM	Canopy will be set enough at that point to clear the vehicles, will detail in next stage, delivery to be redesigned based on turning at curbside. See BOD Appendix U	ES	Revised, SEE AT-010
Text Box	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	No room for separation & growth...	B-Agrees; william.annacker	7/25/2018 5:37:47 PM	Screens has been sized for 42 gate expansion	ES	Revised, SEE AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Room is 40' taller ramp & 4' below bag drive, how do we get a suspect bag out?	B-Agrees; william.annacker	7/19/2018 3:52:28 PM	Refer to airside planning BOD for detailed layout, will be incorporated in architectural drawings in next stage of work	ES	Revised, SEE AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	There are no support opp space in close proximity to the gate.	A-Agrees; william.annacker	7/19/2018 5:55:59 PM	Issue has been addressed in later plan updates	ES	Revised, SEE AT-010
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Insufficient circulation space around claim	D-Do not/william.annacker	7/25/2018 2:36:37 PM	Sufficient space given for claim queue, access to toilets is clear, access to ISO only required during IBOPS, utilities will have to manage these cases, site constraints cannot accommodate deeper headhouse. Per 7/24 meeting discussion, SOM and IR review for potential options	ES	Revised, SEE AT-010
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Consolidate the retail space towards the center of the concourse	B-Agrees; william.annacker	7/18/2018 11:13:28 AM	Will study flipping MEP and retail support with engineers in next stage of work	ES	Revised, SEE AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Verify circulation space/dimensions	B-Agrees; william.annacker	7/25/2018 3:25:25 PM	Shown KCP Cler, will study need for two escalators in next phase	ES	Revised to show central methods, SEE AT-010
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Show escalator enclosure	B-Agrees; comment to be addressed in next phase, set by william.annacker on 7/25/2018 at 9:38:15 PM			ES	
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	This Area needs better definition	D-Do not/william.annacker	7/25/2018 2:41:47 PM	Several options being evaluated that re-shuffle claim devices to provide retail and better circulation	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Cleaning / pushing issues (Typ)	B-Agrees; william.annacker	7/25/2018 2:41:47 PM	6' from column center to exterior wall, floor cleaning machines will not fit, because ramps and staff will be able to access space.	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	210' of open space...major concern. Program issues	B-Agrees; william.annacker	7/25/2018 2:41:47 PM	Several options being evaluated that re-shuffle claim devices to provide retail and better circulation	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Is this needed?	B-Agrees; william.annacker	7/25/2018 2:41:47 PM	To be evaluated in current layout	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	confirm the tug drives have a clear line of sight before pulling out...	B-Agrees; william.annacker	7/25/2018 2:41:47 PM	17' from face of building to VTR is sufficient for drivers to see prior to pulling into traffic, will coordinate with BHS for tug maneuvering in next stage	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	No Chair	A-Agrees; william.annacker	7/18/2018 4:02:56 PM	Refer to airside planning BOD for detailed layout, will be incorporated in architectural drawings in next stage of work	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Why is this Seated needed?	A-Agrees; comment incorporated. See updated team, set by william.annacker on 7/25/2018 at 2:18:04 PM			ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	clearance and circulation issues	A-Agrees; william.annacker	7/25/2018 10:16:02 AM	Corridor removed and plan has been presented	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	focus less on the space allocation name until you pull down the location of airline space	A-Agrees; william.annacker	7/25/2018 5:40:02 PM	Several options being evaluated that re-shuffle claim devices to provide retail and better circulation	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Cloud+	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN	Congestion Issues	B-Agrees; william.annacker	7/19/2018 3:11:51 PM	Studies are ongoing for BOD allocation in coordination with Airline Interviews	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.
Callout	15	AT-010 LEVEL 0 ARRIVALS FLOOR PLAN		B-Agrees; william.annacker	7/25/2018 2:13:38 PM	Alternatives have been presented	ES	Request for YSR for North to remain, confirmed at 09/20/18 ATR KCAD Meeting.

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KEY TO COMMENT RESPONSES
 A = Comment incorporated. See updated Drawing.
 B = Agree; comment to be addressed in next phase.
 C = Acknowledged, but not a design requirement.
 D = Do not agree (Design team member to provide explanation)

Item	Design / Location	Submitted Date	Reviewed Date	Reviewed By	Response	Reviewed Date	Reviewed By	Comments	Response	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/21/2018 4:07:00 AM	10649	Can the RLB move west a few feet to avoid the short hand bridge? Access from Where??	7/26/2018 1:41:13 PM	William Emmecker	Engaging detailing of gate layouts by ARUP	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 4:31:58 PM	10649	Can the RLB move west a few feet to avoid the short hand bridge? Access from Where??	7/26/2018 1:41:13 PM	William Emmecker	Currently discussed across next phase	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/26/2018 4:31:58 PM	10649	Can the RLB move west a few feet to avoid the short hand bridge? Access from Where??	7/26/2018 1:41:13 PM	William Emmecker	'Swing' doors will be addressed in next phase, some dependencies will exist	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/26/2018 4:31:58 PM	10649	Can the RLB move west a few feet to avoid the short hand bridge? Access from Where??	7/26/2018 1:41:13 PM	William Emmecker	Engaging detailing of gate layouts by ARUP	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/26/2018 4:31:58 PM	10649	Can the RLB move west a few feet to avoid the short hand bridge? Access from Where??	7/26/2018 1:41:13 PM	William Emmecker	Card files issued to architect, will look at detailed inputs in next phase	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/21/2018 4:01:31 AM	10649	Shew 'pillars' to allow agents to maintain control of gate type of (and gates)	7/26/2018 1:41:13 PM	William Emmecker	Card files issued to architect	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	12286	6/29/2018 12:52:03 PM	12286	32' wide corridor between vertical core and SSK queue is narrow for bi-directional traffic. Split the vertical elements to distribute across the outside west of the terminal.	7/26/2018 3:52:43 PM	William Emmecker	Do not agree with splitting elements. SSK layout has been adjusted to provide more area for cross circulation	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/7/2018 4:31:05 PM	10649	Verify this is not a dead end path??	7/26/2018 10:55:42 AM	William Emmecker	Will review for upcoming submission	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/29/2018 12:47:30 PM	10649	End condition hallways appear to have sufficient area with 20,700 SF for 7 gates = 2,857 SF. However, an seating arrangement and general congestion associated with 7 gates being served out of this end will cause a reduction in level of service and negatively impact the overall passenger experience.	7/26/2018 1:44:07 PM	William Emmecker	Agreed to 3000 of per grouped holdroom, layouts to be detailed in next phase	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/29/2018 12:47:30 PM	10649	End condition hallways appear to have sufficient area with 20,700 SF for 7 gates = 2,857 SF. However, an seating arrangement and general congestion associated with 7 gates being served out of this end will cause a reduction in level of service and negatively impact the overall passenger experience.	7/26/2018 3:40:19 PM	William Emmecker	Several alternatives being evaluated, including centrally located arrivals	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/21/2018 2:44:38 PM	10649	Advisory seating to allow for one lock in the holdroom. Single hold rooms should be provided for possible one lock in the holdroom.	7/26/2018 3:44:31 PM	William Emmecker	Card files have been shared, will look at detailed layouts in next phase	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/21/2018 4:29:38 AM	10649	Recommended adjusting the airpath to eliminate the need for the food island.	7/26/2018 1:58:01 PM	William Emmecker	Engaging detailing of gate layouts by ARUP	B	
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/21/2018 2:08:48 PM	10649	This corridor doesn't need to extend to the end of the concourse at this phase; consider using for seating.			Background comment to be addressed in next phase. set by william.emmecker on 7/26/2018 at 3:11:17 PM		
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	12286	6/29/2018 12:46:32 PM	12286	Holdrooms for gates Y1, Y2, Y11, Y12, Y13, Y14, Y15, Y16, Y24, Y25, Y26 & Y27 appear to be undersized. Would expect 3,000 to 3,400 SF to meet level of service optimum for 737-500 & A321.					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 4:31:05 PM	10649	737-500 with 179 seats at 50% load factor = 161 departing MAX A321 x 70% seated @ 38.3 SF / Pax = 2,662 SF A321 x 20% standing @ 12.8 SF/Pax = 615 SF Total LTR @ 50% SF = 3,002 SF					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 4:31:05 PM	10649	A321 NEO WITH 206 seats x 50% load factor = 103 departing MAX A321 x 70% seated @ 38.3 SF / Pax = 2,670 SF A321 x 20% standing @ 12.8 SF/Pax = 617 SF Total LTR @ 50% SF = 3,272 SF					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 4:31:05 PM	10649	Over Truck Dock (Access?) Clearances...?					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 4:31:05 PM	10649	Major impacts to TSA Baggage Screening Area below					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	6/29/2018 4:41:18 PM	10649	Additional service elements needed on this side for Airline/Concessions staff access to lower level? South side has 2. Remove Water Features in Building					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 4:04:41 PM	10649	Question: Would it make more sense to move the Restrooms to the other side of the corridor (Floor Garden Area) to allow for future concessions areas and flexibility					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 5:03:44 PM	10649	Shew Vial Drop-off					
Clough	16 AT-011 LEVEL 1 DEPARTURES FLOOR PLAN	10649	7/9/2018 4:31:28 PM	10649	Recommend reviewing alternatives ramp control facilities that don't require the use of a tower. This will save cost and provide easier access for staff without diminishing safety.					
Clough	17 AT-012 LEVEL 2 MEZZANINE FLOOR PLAN	10649	6/21/2018 3:41:28 PM	10649	Over the plans that reflect the images that are being processed... Elevators in the middle of the MEER Rooms will not service the club spaces.	7/26/2018 3:56:08 PM	William Emmecker	Need guidance from operators	B	
Clough	17 AT-012 LEVEL 2 MEZZANINE FLOOR PLAN	10649	7/9/2018 4:30:20 PM	10649	Elevators in the middle of the MEER Rooms will not service the club spaces.	8/9/2018	William Emmecker	Area is being revised	B	

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Item	MRP	Version/Date	Comment	Response	Date/Response	Response	Comments or other information that project team may require
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Location of radiant floor will be coordinated with AS, future signage, art installation etc. and will be located away from anything that could potentially move such as the TSA check points etc. Provisions will be made to allow for maximum flexibility, specific areas will be reserved for future installation. Future technology will have the be installed based on those constraints.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Thought would be to include locations for future penetrations along with possibly 3D scanning the floor for locating the piping. The radiant helps with decreasing airflow and ductwork requirements.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Radant floor will be located in between the (2) people movers located on each side of the connector. This space has a southern exposure, floor material will be very reflective to enhance the relation. Also, it will require the amount of light required to rock the space as they are not meant to be large flat tops.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	The radiant system allows for decreased airflow in this space. Currently this option is not being pursued. Cases will be required to remove the units. Smaller components would be removed using a service elevator.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	These locations have changed. Access is being addressed and planned.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Agreed. Chw and low service entrance point is still being coordinated, it will enter the building where it is easily accessible for maintenance
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	This is concept design, return air duct aspect may will be coordinated to avoid being in the line of sight. It can stop flush with the top of the concourse or taller object.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Staff will be located to allow as much visibility as possible of the radiopaque components. Attention to coordination to coordinate the level that view will be coordinated to coordinate the return air shafts would require substantial work for 3D models.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Conceptual layout. Will ensure that return air isn't seen. For the future, if moving the concourses, several MEP items needs to change and will require some renovation of MEP systems
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Units range in smaller sections that will be taken out the MER thru an airstream as presented to XCAD on 6/27.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Options for removal of equipment are being incorporated. Conceptual layout of system. Removal of equipment in an issue with demolition in 20 years (possible end of life-cycle). At that stage, being in new equipment is the concern.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Agreed, ducts were shown at each for clarity. Ducts will be locate close-by-side light to the ceiling to allow sufficient clearance to circulate underneath them.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Additional sections. Coordination with final corridor and heights still required. There are options to maintain ceiling heights. Will be vetted as design progresses.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	Design team will investigate filtration requirements. Currently, photo catalytic filtration is the basis of design.
Cloud+	61	M-308 DEPARTURE LEVEL MECHANICAL ZONING PLAN	Paul	6/25/2018 3:20:53 PM	Paul	6/25/2018 3:20:53 PM	This is design alternative for this concept base. Ducts will not cross where the baggage drops are. Ducts connecting to the supply return are small in size and there will be many of these.

KEY TO COMMENT RESPONSES
 A = Comment Incorporated, See updated Drawings
 B = Agree; comment to be addressed in next phase.
 C = Need more info, from stakeholder or further discussion
 D = Do not agree (Design team member to provide explanation)

Item	Prop	Issue/Comment	Author	Date	Response	Date Response	Response
Cloud+	68	M-253 ENLARGED SECTIONS	dbrewer	7/17/2018 5:56:26 PM	This is in conflict with the baggage drawings... verify	7/17/2018 11:41:15 AM	B-Agrees James Dietz
Cloud+	68	M-253 ENLARGED SECTIONS	Paul	6/25/2018 4:00:27 PM	How do these ducts travel through the corridor?	7/13/2018 2:23:59 PM	B-Agrees Paul
Cloud+	68	M-253 ENLARGED SECTIONS	Paul	6/25/2018 4:00:27 PM	How do these ducts travel through the corridor?	7/17/2018 12:57:53 PM	B-Agrees James Dietz
Text Box	68	M-253 ENLARGED SECTIONS	Paul	6/25/2018 4:02:15 PM	Is there an option that can stick the mechanical rooms on the department level?	7/13/2018 11:16:33 PM	D-Do not agree Jeffrey
Text Box	68	M-253 ENLARGED SECTIONS	Paul	6/25/2018 4:02:15 PM	Is there an option that can stick the mechanical rooms on the department level?	7/13/2018 2:20:56 PM	D-Do not agree Paul
Text Box	68	M-253 ENLARGED SECTIONS	Paul	6/25/2018 4:02:15 PM	Is there an option that can stick the mechanical rooms on the department level?	7/17/2018 12:57:07 PM	D-Do not agree Dietz
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	Paul	6/25/2018 3:48:16 PM	Need to discuss the philosophy of radiant floor heating. I get this on the concourses and headhouse because of time spent. This part of the building is mostly a traveling location, not a dwell location.	7/13/2018 2:13:41 PM	D-Do not agree Dietz
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	Paul	6/25/2018 3:48:16 PM	Need to discuss the philosophy of radiant floor heating. I get this on the concourses and headhouse because of time spent. This part of the building is mostly a traveling location, not a dwell location.	7/17/2018 11:45:36 AM	D-Do not agree Dietz
Callout	69	M-253A ENLARGED SECTIONS (OPTION)	Marcel	6/25/2018 10:07:15 AM	Sheet M-253A-1 suggest configuring separate range in the Connector at least a few degrees below and above what's set in the other parts of the terminal. This provides the opportunity for travelers, airport employees, etc. to experience thermal differences as they travel from one end of the connector to the other.	7/13/2018 12:21:22 PM	D-Do not agree Jeffrey
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	dbrewer	7/8/2018 3:17:56 PM	Conflict...?		B-Agrees Paul
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	dbrewer	7/8/2018 3:17:56 PM	Conflict...?		B-Agrees James Dietz
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	Paul	6/25/2018 4:05:05 PM	Can this line be held tighter to the building to use the least number of airfield rated members as possible?	7/13/2018 11:47:22 AM	B-Agrees James Dietz
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	Paul	6/25/2018 4:05:05 PM	Can this line be held tighter to the building to use the least number of airfield rated members as possible?	7/13/2018 3:33:02 PM	B-Agrees James Dietz
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	Paul	6/25/2018 4:05:05 PM	Can this line be held tighter to the building to use the least number of airfield rated members as possible?	7/13/2018 12:04:44 PM	A-Agrees Jeffrey
Cloud+	69	M-253A ENLARGED SECTIONS (OPTION)	Paul	6/25/2018 4:05:05 PM	Can this line be held tighter to the building to use the least number of airfield rated members as possible?	7/13/2018 12:04:44 PM	A-Agrees Jeffrey
Note	69	M-253A ENLARGED SECTIONS (OPTION)	Grant	6/29/2018 3:10:16 AM	Clarify grasses encroachers will be outside to the building and be underground concrete made by 4800 (silica or fiber) to ensure grasses is captured and retained by vendor. (USG)	7/13/2018 1:59:53 PM	A-Agrees Jeffrey

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Item	Design Description	Version/Revision	Comments	Response	Date/Time	Author	Reviewed	Comments
Note	81 P-102B ARRIVALS LEVEL WAITR. AND GAS SUPPLY PLANS	Grant	6/29/2018 5:02:59 AM	Comment: Per sheet P-400, roof rainwater harvesting will be used to flush water? (AS)	Intro	7/1/2018 3:25:19 PM		As discussed, it will depend on availability decisions.
Note	94 P-101 GARAGE BASEMENT LEVEL PLUMBING PLAN	Grant	6/29/2018 3:07:49 AM	May not be use to capture rain water from parking garage roof due to heavy metals, oils and brake dust. (SG)	Intro	7/1/2018 3:25:19 PM		The intent is not to capture rain water from the garage, but rather to distribute harvested rain water (RPM) to the parking garage to be utilized a hose bibs for maintenance activities.
Note	95 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	97 LEVEL	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	98 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	99 LEVEL	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	100 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	101 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	102 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	103 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	104 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	105 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	106 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	107 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	108 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	109 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	110 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	111 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	112 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	113 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	114 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	115 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	116 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	117 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	118 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	119 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	120 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	121 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	122 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	123 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	124 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.
Note	125 P-101 FIRE ALARM, OVERALL PLAN, LEVEL 0 ARRIVALS	Grant	6/29/2018 3:07:49 AM	How much parking here? What size of vehicle can get in & fire?	B-Agree/Intro	7/1/2018 3:25:19 PM		Refer to P-101 for vehicle layout for fire trucks and service vehicles.

Responses to Stakeholders Comments on Updated Drawings Document Issued with Concept Design Package
 Prepared July 27, 2018 (Rev. 10/25/18)

KEY TO COMMENT RESPONSES
 A = Comment Incorporated, See updated Drawings
 B = Agency comment to be addressed in next phase.
 C = Need more info, from stakeholder or further discussion
 Do not agree (Design team maintains its position)

Item	Prop	Submit/Rev	Review/Rev/Date	Submitted	Author	Responsible	Mobile/Response	Response	Resolution of Update (Provide Yes/No/Partial, Amend/No Amend)
Callout	286	ACF-004 AIRFIELD PERIMETER FENCE OVERALL PLAN AREA 1-9	drawn	7/8/2018 5:46:37 PM	TSA Security Issues	A = Core MEWilliams	7/12/2018 2:42:36 PM	Will update per TSA requirements	AOA Form has been adjusted, rockers and VSR have been revised. See ACF-001
Callout	288	ACF-001 AIRFIELD PERIMETER FENCE OVERALL PLAN AREA 1-9	drawn	7/8/2018 5:46:17 PM	TSA Security Issues	A = Core MEWilliams	7/12/2018 2:14:58 PM	Will update per TSA requirements	AOA Form has been adjusted, rockers and VSR have been revised. See ACF-001
Cloud	293	ACF-004 AIRFIELD PERIMETER FENCE PLAN - AREA 6	Paul	6/29/2018 5:42:58 PM	mount the fence on the retaining wall or just inside the wall	B=Agnes RRobinson	7/13/2018 3:49:52 PM	Agnes provided recommended distance designations by 7/13/18 to incorporate into 3D SD plans	
Cloud	294	ACF-004 AIRFIELD PERIMETER FENCE PLAN - AREA 6	drawn	7/8/2018 5:46:39 PM	TADLINE BS	C=Head RRobinson	7/13/2018 3:49:57 PM	Need more info	
Text Box	295	ACF-004 AIRFIELD PERIMETER FENCE PLAN - AREA 6	drawn	7/8/2018 5:52:23 PM	TADLINE BS	C=Head RRobinson	7/13/2018 3:49:57 PM	Need more info from KCAD	
Cloud	295	ACF-004 AIRFIELD PERIMETER FENCE PLAN - AREA 6	drawn	7/8/2018 5:52:28 PM	TADLINE BS	C=Head RRobinson	7/13/2018 3:49:57 PM	Need more info from KCAD	
Callout	301	ACAM-004 AIRFIELD MARKING OVERALL PLAN - AREA 1-9	Mark Vols	6/21/2018 11:24:37 PM	Has the TWY G 95' CL movement been run in Avplan into Taxiways B5 and B6? Do not believe these movements will align with. Only movement that may be possible is 6-95Z and then transition to B5 if going to Concourse X. Concourse over how this would work coming off of high speed TWY A7 to TWY G. This may be in program as part of airfield simulation modeling.	B=Agnes RRobinson	7/13/2018 3:51:24 PM	Agnes will coordinate with Aup on taxiway geometry the southern leg is inside the secure area and the northern leg is outside the secure area. Will evaluate pavement geometry throughout SD	
Circle	305	ACAM-003 AIRFIELD MARKING PLAN - AREA 3	Tim Ingalls	6/29/2018 11:47:28 AM	May need to re-configure striping to avoid having double parallel east and west taxiway centerlines	D=Do MEWilliams	7/13/2018 3:55:23 PM	Original pavement optimization exercise will define locations of VSR to support the RON	
Callout	306	ACAM-006 AIRFIELD MARKING PLAN - AREA 6	drawn	7/8/2018 5:53:38 PM	Recommend removing this service Road...not needed...?	William, core member	7/17/2018	Agreed per KCAD	
Callout	308	ACAM-006 AIRFIELD MARKING PLAN - AREA 6	drawn	7/8/2018 5:53:38 PM	Recommend removing this service Road...not needed...?	C=Head MEWilliams	7/13/2018	Original pavement optimization exercise will define locations of VSR to support the RON	
Note	328	ACF-004 AVIATION FUELING PLAN - OVERALL	JGrant	6/29/2018 2:46:09 AM	Clarify that the plan is not to run the JF lines under the Terminal building. (50)	C=Head RRobinson	7/13/2018 3:55:17 PM	Plan is to run the JF lines underneath the terminal connector within the footprint of the pass-through road for the CSSE vehicles.	
Note	328	ACF-004 AVIATION FUELING PLAN - OVERALL	JGrant	6/29/2018 2:46:09 AM	Clarify difference between red and green JF lines.	A	7/13/2018 3:53:26 PM	Plan is to run the JF lines underneath the terminal connector within the footprint of the pass-through road for the CSSE vehicles.	
Note	328	ACF-004 AVIATION FUELING PLAN - OVERALL	JGrant	6/29/2018 4:18:48 PM	Fuel lines will need to be stayed below the Terminal to Concourse Connector. (50)	A=Agnes RRobinson	7/13/2018 3:16:57 PM	Red lines will be installed in the Early Package to provide fuel supply to Terminals B and C once the lines under existing Terminal A are removed. Green lines will be installed in later phases with the new terminal construction.	
Note	328	ACF-004 AVIATION FUELING PLAN - OVERALL	JGrant	6/29/2018 4:18:48 PM	Fuel lines will need to be stayed below the Terminal to Concourse Connector. (50)	C=Head JGrant	7/13/2018 3:15:09 PM	Gating pipes are not required by NFPA code, and not recommended by our cathodic protection designer. Is there a KCAD requirement regarding this?	

APPENDIX 1-B

GMP DEVELOPMENT MODEL