

**PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES
CONTRACT AMENDMENT NO. 7
PROJECT NO. 62180498 – OWNER’S REPRESENTATIVE
KANSAS CITY INTERNATIONAL AIRPORT
AVIATION DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Paslay Management Group, (Contractor). The parties amend the Contract entered into on April 25, 2018, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Sec. 1, Compensation, delete and replace Paragraph A as follows:

A. The amount the City will pay Contractor under this contract will not exceed \$54,604,000 as follows:

1. \$385,000 for PART A, Tasks 1-4
2. \$11,900,000 for PART B, Tasks 1-4 for Year One
3. \$11,900,000 for PART B, Tasks 1-4 for Year Two
4. \$11,900,000 for PART B, Tasks 1-4 for Year Three
5. \$11,900,000 for PART B, Tasks 1-4 for Year Four
6. \$2,380,000 for PART B, Tasks 5-6
7. \$3,400,000 for PART B, Tasks 7-9
8. 839,000 for PART B, Tasks 10-28

Contractor will be paid on the basis of work performed.

B. Sec. 2. A, Scope of Services, add the following to PART B:

PART B – Scope of Services

Task 3: On-going Project Management Support

B. The OR will assist KCAD to advise, review and monitor project controls which could include:

- 1) Coordination and administration of apron paving south.
- 2) Coordination and administration of demolition of Terminals B & C.
- 3) Coordination and administration of New Glycol Deicing Facility.
- 4) Completion of punch list items all project elements.
- 5) Program closeout.
- 6) Coordination and administration of Post Opening Tenant building adjustments.
- 7) Coordination and administration of Program Closeout through Oct. 2023.
- 8) Coordination and administration of demolition of Terminals B & C through Oct. 2023.
- 9) Coordination and administration of Post KCAD additional misc. projects.
- 10) Edgemoor/CWC close out scope completed by Oct. 2023 with document close out completion end of Dec. 2023.
- 11) PMG/PMO close out of all subconsultant contracts by end of Nov. 2023.
- 12) Terminal B & C Demo RFP.

- 13) Deicing lighting and also RON lighting for SWA on the south end of Concourse A South.
- 14) Additional coordination and administration of apron paving south to be completed by end of Dec. 2023.
- 15) Apron lighting modification work through end of Dec. 2023.
- 16) RON lighting added and to be completed end of Dec. 2023.
- 17) Deicing facility completion and close out end of Nov. 2023.
- 18) Deicing start up and follow up on issues. 2023/2024 parking plan around Terminals B & C after demolition of Terminal C.
- 19) Terminal signage additions/modifications required updates.
- 20) Permanent glare solution. Setting up walk through meetings with the airlines and KCAD to confirm concerns and help define a path forward.
- 21) Bag make up room winter ops concerns and how they should be addressed (all airlines).
- 22) Bag make up room flooding resolution. Trench drains are possible (will continue into 2024).
- 23) Apron level door flooding should be done by end of Dec. 2023.
- 24) Punch List finalization continued till end of Dec. 2023 including additional scope.
- 25) BIM – REVIT model files to be completed in CoBie and transferred into BMS in Maximo software.
- 26) As-Builts (Terminal, airside and landside) completion and review of all scope.
- 27) Audit findings – mitigation – dispute resolution coordination with KCAD.
- 28) Coordination and administration of Post KCAD and Airline additional misc. projects.

Sec. 6 is to be added and inserted in the following section:

CREO Assurances is added to this Agreement, and incorporated as if fully set out herein.

Sec. 3. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 4. Authorization. If the amount of the original Contract plus the amount of any amendments to the original Contract total over \$400,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Contract plus the amount of any amendments to the original Contract are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or resolution authorized amendments without further City Council or Park Board approval.

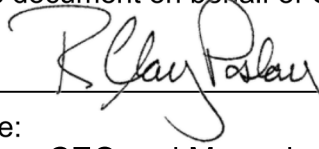
Sec. 5. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

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

CONTRACTOR

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


Date: September 27, 2023

By: 

Title: CEO and Managing Partner


KANSAS CITY, MISSOURI

Date: 10/24/2023


By: 
DocuSigned by:
5887C1C33E3B458...

Title: Director of Aviation

Approved as to form:


DocuSigned by:
1820DC227622419
Assistant City Attorney

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


DocuSigned by:
18F59B5A8FF444E 11/8/2023
Director of Finance Date

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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

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

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

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

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

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.