

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 6**

**PROJECT NO. 62200529 – AIRFIELD AND LANDSIDE DESIGN
CHARLES B. WHEELER DOWNTOWN AIRPORT**

AVIATION DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and WSP USA Inc. (Design Professional). The parties amend the Agreement entered into on August 10, 2020, as follows:

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

A. Sec. 2, paragraph A, add new subparagraph 6, Task 6 add the following sections:

A. Kansas City International Airport (MCI) Title VI & LEP Plan Compliance and Advisory Services.

Scope Objective Summary: Assist and advise the Kansas City Aviation Department (KCAD) and the response and corrective actions needed to address the significant compliance deficiencies with several Title VI requirements – especially the Limited English Proficiency plan requirements – which could impact current and potential FAA and USDOT funding. The Scope of Work is designed to assist KCAD to develop the strategy and deliverables to address the necessary Corrective Actions for the MCI Title VI Program identified deficiencies.

1. Project Management, Administration & Coordination:

a) Project Kick-off:

I. The CONSULTANT shall prepare for a project kick-off with the Kansas City Aviation Department (KCAD) staff. The kick-off meeting will be a virtual meeting to review project goals and objectives, timeline for deliverables, and content of deliverables. Materials and information requested by CONSULTANT from KCAD will be covered in this meeting as well.

b) Meetings and Coordination:

I. The CONSULTANT shall conduct a bi-weekly progress call with KCAD to review progress, data requests, recommended strategies for correspondence with the Federal Aviation Administration (FAA) Civil Rights Division, and next steps in the project. Two (2) of these meetings will be held in-person and will be combined with travel for a subsequent task. The remainder of these meetings will be virtual. Subconsultants will participate in bi-weekly progress calls with KCAD.

II. The task is assumed to be six (6) months in duration; therefore, an assumed ten (10) virtual meetings are accounted for in the scope for purposes of budgeting.

III. The CONSULTANT shall prepare for these progress calls with KCAD by holding bi-weekly internal team calls for purposes of assigning tasks to staff and subconsultants, reviewing progress, and ensuring the scope is delivered

on-time and on-budget. Subconsultants will participate in bi-weekly internal team calls with WSP.

- IV. The CONSULTANT shall prepare for and conduct no more than four (4) coordination calls (virtual) with KCAD and the FAA. The purpose of these calls will be to review progress with the FAA and ensure completion and compliance of the FAA non-compliance items documented in the FAA letter: MCI Voluntary Compliance Agreement for Title VI Program Corrective Actions.
- V. The CONSULTANT shall monitor task performance, including that of subconsultants, maintain documentation controls and perform contract administration (invoicing, MWBE utilization reporting) through the KCAD systems. This shall be performed at least monthly until the final invoice payment is received and MWBE utilization is reported for the task. Subconsultants will invoice monthly to WSP.

c) Correspondence to the FAA:

- I. The CONSULTANT shall provide assistance to KCAD for follow-up correspondence KCAD has already provided FAA in response to the FAA letter: MCI Voluntary Compliance Agreement for Title VI Program Corrective Actions. It is anticipated, for purposes of budgeting, that no more than 38 hours of effort will be required to review previous KCAD documentation and to make recommendations for additional KCAD correspondence to the FAA. Should more effort be required, negotiations for additional services may occur.

2. Compliance and Corrective Actions:

a) Title VI Requirements:

- I. The CONSULTANT shall review existing documentation (policies, procedures, and plans) and make recommendations for compliance with the items identified in the FAA letter: MCI Voluntary Compliance Agreement for Title VI Program Corrective Actions. Some revisions to the Voluntary Compliance Agreement are anticipated for full compliance and corrective actions. The CONSULTANT shall also review the KCAD boilerplate contracts for vendors and tenants for compliance against the non-discrimination requirements of the FAA. The work will be supported by WSP subconsultant, Colette Holt & Associates, with civil rights compliance review technical insight and oversight.

b) Title VI Corrective Actions:

- I. The CONSULTANT shall review existing documentation and recent KCAD responses to FAA items of non-compliance. The CONSULTANT shall offer recommendations for revision of Title VI corrective actions provided by KCAD to the FAA to align with FAA requirements.
- II. The CONSULTANT shall develop a Limited English Proficiency (LEP) Plan. The LEP Plan will follow the FAA requirements for a Four-Factor Analysis, which shall include:
 - a. Determine the numbers and proportion of LEP population served in the eligible service area of MCI.

- b. Identify population and languages spoken frequently at MCI (supported by local MBE and WBE subconsultants, Parson + Associates and Phillips-West Public Relations, respectively as well as WSP staff who will conduct visits, interviews and review any applicable corresponding data).
- c. Determine importance of LEP services (conduct one (1) site visit that will include an in-person meeting with the local MBE and WBE subconsultants, Parson + Associates and Phillips-West Public Relations, respectively, assisting with the stakeholder focus groups such as customer-facing groups as well as concessionaires and/or vendors who work at MCI). Assume one (1) trip by two (2) remote staff, one (1) local staff and local MBE and WBE WSP subconsultants, Parson + Associates and Phillips-West Public Relations, respectively.
- d. Determine resources/costs available to provide LEP services (Research and analysis supported by data collected from local MBE and WBE WSP subconsultants, Parson + Associates and Phillips-West Public Relations, respectively.)
 - III. The CONSULTANT shall review the anecdotal data collected in the four-factor analysis to develop and prepare the LEP Plan and the other requisite Title VI program documents for FAA compliance. This will be supported by WSP subconsultant, Colette Holt & Associates, with civil rights compliance review technical insight and oversight.
 - IV. The CONSULTANT shall assist KCAD with publicizing the Title VI and LEP policies, processes, and plans adopted by KCAD which are deemed available for public consumption. The CONSULTANT shall assist KCAD with best practices for displays of FAA Unlawful Discrimination posters and other public notification materials.
- a. WSP Subconsultants will support this task with preparation of and deployment of display materials including recommendations for best locations to maximize notification of the Title VI and LEP services.
 - V. The CONSULTANT shall assist KCAD with any recommended revisions to vendor and/or tenant contracts for compliance of Title VI and LEP procedures adopted by KCAD.

3. Business Transformation:

- a) Equity and Civil Rights Education Workshop:
 - I. The CONSULTANT shall prepare for and conduct an Equity and Civil Rights Education Workshop, in which the CONSULTANT shall present for consistency of implementation and documentation to key stakeholders, staff and contractors regarding Title VI requirements and obligations. Workshops are specifically tailored to the different audience members thus will be conducted over a morning period, in which each of the unique groups can attend a specific portion of the morning designed to educate each specifically. It is assumed, for purposes of budgeting, that three (3) remote WSP staff will attend and one (1) local WSP staff will attend.
- a. All the WSP Subconsultants will support this task with preparation of materials for the presentations, quality review of content for communication best practices, workshop setup support (A/V and related recordings) and for documentation of the Education Workshop for later view and educational/review purposes by KCAD staff. The

presented materials will be made available to KCAD to post on an internal website (PowerPoint slides, video of presentation, and written transcript).

- b) Initial Implementation:
 - I. The CONSULTANT shall support KCAD with the initial Implementation of compliance initiatives outlined in the Title VI Corrective Action plan by providing advisory and oversight for compliance. The CONSULTANT shall develop the monitoring and compliance best practices to ensure KCAD's consistent compliance with Title VI and LEP plan.
- c) Framework for Continued Compliance-Implementation:
 - I. The CONSULTANT shall Develop Title VI Program Standard Operating Procedures (SOP).
- a. All WSP Subconsultants will support this task with documentation development, printing, distribution, and other deliverable support services.
 - II. The CONSULTANT shall advise and recommend best practices for compliance monitoring and documentation, especially electronic compliance mechanisms.
 - III. The CONSULTANT shall review changed conditions such as changes in personnel. The CONSULTANT shall recommend best strategies to deal with future changes.
 - IV. The CONSULTANT shall advise and recommend methods for continued KCAD and Civil Rights Group Organization collaborations.
- b. WSP Subconsultants will support this task with analyses of KCAD processes, monitoring capabilities, and areas of suggested improvements.
- 4. Contingencies for Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) Programs Review / Recommendations:
 - a) Review existing policies, procedures and plans:
 - I. The CONSULTANT shall review existing DBE and ACDBE Program policies, procedures, and plans, as prepared by KCAD for compliance against current FAA requirements.
 - b) Recommendations to revise existing policies, procedures and plans:
 - I. The CONSULTANT shall note discrepancies, areas for improvement and/or best practices when reviewing existing DBE and ACDBE Program policies, procedures, and plans, as prepared by KCAD. The CONSULTANT will present recommendations for revision to KCAD in writing and review those recommendations via a virtual conference call in order to enable KCAD to ask questions for clarifications and understandings of intent and best strategies to remain with compliance.
 - a. WSP subconsultant, Colette Holt & Associates, will support this task with analyses of KCAD policies, processes, and plans, monitoring capabilities, and areas of suggested improvements.
 - c) External (FAA) communications:

- I. The CONSULTANT shall provide KCAD with best practices and strategies to remain compliant with FAA including best strategies to monitor, update and communicate status of the DBE and ACDBE Programs.

B. Sec. 4, Paragraph A, delete and replace the following sections:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$997,939.00, as follows:

1. \$355,500.00 for the services performed by Design Professional under the Agreement – prepare bid documents for VML Electrical Upgrade (task 1), perimeter fence (task 2), NW Richards Road Mill and Overlay (task 3), Storm Sewer Rehabilitation (task 4), and Sinkhole evaluation/repair/mitigation (task 5).
2. \$56,160.00 for the services performed by Design Professional under Amendment One – Construction Administration Services for Storm Sewer Rehabilitation 8A11 to 8A14.
3. \$55,620.00 for the services performed by Design Professional under Amendment Two– Construction Administration Services for 250/300 Richards Road Electrical Upgrade Construction Admin.
4. \$23,830.00 for the services performed by Design Professional under Amendment Three – Addendum for 250/300 Richards Road Electrical Upgrade and Storm Sewer Rehabilitation 8A11 to 8A14.
5. \$16,499.00 for the services performed by Design Professional under Amendment Four – Design Services for Perimeter Fence Upgrades and Storm Sewer Rehabilitation 8A11 to 8A14.
6. \$116,630.00 for the services performed by Design Professional under this Amendment Five – Construction Administration Services for Perimeter Fence Upgrades.
7. \$373,700.00 for the services performed by Design Professional under this Amendment Six - Kansas City International Airport (MCI) Title VI & LEP Plan Compliance and Advisory Services.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement 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 Agreement plus the amount of any amendments to the original Agreement 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 approval.

Sec. 4. 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.

Date: _____

DESIGN PROFESSIONAL

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

By: _____

Title: _____

Date: _____

KANSAS CITY, MISSOURI

By: _____

Title: Director of Aviation

Approved as to form:

Assistant City Attorney

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

Director of Finance Date