

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 5**

**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, subparagraph 2, Task 2 add the following sections:

G. Consultant Administration Services:

1. Attend and conduct a pre-construction conference for the Perimeter Fence Upgrades project. Minutes of the conference will be prepared by the CONSULTANT and distributed to attendees and relevant parties.
2. Assist KCAD with coordinating contractor(s) schedule, access to the site, employee parking, and contractor staging area.
3. Provide full-time construction observation services, including preparation of daily/weekly progress reports, DBE reports, measurement of quantities of work completed and/or installed, provide coordination for testing for quality assurance purposes, and review wage reports to document the prosecution and progress of the Project. Should additional site visits be required by KCAD which are in excess of those identified in this document, resulting in the need for additional services, a modification to this Task Order contract may be negotiated for these additional costs and potentially for additional schedule (period of services). Assumed site visits and presence on the project site include:
 - a. 3 Site visits by Project Manager.
 - b. Full-time presence of Resident Project Representative.
 - I. This is based on 65 – 8 hour working days.
 - c. 90 calendar day contractor construction period.
4. Prepare payment recommendation, review contractor pay requests, and submit to KCAD. Prepare and negotiate Change Orders if needed. This scope and fee includes two change orders.
5. Conduct monthly construction progress meetings to review progress with contractors and KCAD. Monthly meetings will be held virtually.
6. Provide for quality assurance testing services for materials and construction techniques. Monitor and review tests results and provide a determination of acceptance for the particular item of work based upon the tests performed. Report all results to KCAD on a weekly basis.

- a. TSi Scope and fee is based on one day of testing per week, for 12 weeks. Additionally, this includes proctor and gradation of materials.
 - b. See exhibit TO-2.1B-3 for construction material testing scope of services and fee.
7. Review shop drawing submittals and request for information by contractor for field change conditions and verifications.
 - a. Number of shop drawing reviews included in this agreement – 4.
 - b. Number of requests for information included in this agreement – 2.
 - c. If additional shop drawing reviews or requests for information are required KCAD and CONSULTANT may need to negotiate for additional fees.
 - d. CONSULTANT's review of shop drawings is only for the limited purpose of checking for general conformance with the design concept. The review is not for the purpose of determining accuracy and completeness of details or verifying dimensions and quantities. The approval of shop drawings does not indicate CONSULTANT's approval of contractor means and methods, technique, sequence or safety precautions and procedures.
8. Perform punch list and final inspection with KCAD and the Contractor. It is assumed that one final inspection will be made for the storm sewer rehabilitation project. If additional inspections need to be made after the Contractor addresses any potential punch list items a supplement to this agreement may be negotiated.
9. Prepare Record Drawings.
 - a. CONSULTANT shall submit one (1) full size, one (1) half size and electronic file of the Record Drawings.
10. Prepare a final construction report and closeout documents after final completion.
 - a. CONSULTANT shall complete this task within 30 calendar days of Construction Contractor's final project acceptance.
- G. Sec. 4, Paragraph A, delete and replace the following sections:
 - A. The maximum amount that City shall pay Design Professional under this Agreement is \$624,239, 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 – Design Services for Perimeter Fence Upgrades.

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