

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. FIVE
PROJECT NO. 62200528 – LANDSIDE PAVEMENT DESIGN
KANSAS CITY INTERNATIONAL AIRPORT
AVIATION DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), Crawford, Murphy & Tilly (Design Professional). The parties amend the Agreement entered into on August 3, 2020, as follows:

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

A. Sec. 2, Paragraph A, Scope of Services, **add** the following sections:

19. Landside Structural Bid Package #1 Additional Construction Phase Services

A. Additional Services Scope Overview

1. Additional services to attend bi-weekly construction meetings (one meeting every other week) until the completion of construction for the first package of bridge and wall rehabilitation.
2. Assumed construction duration is the months of June through November 2022. Construction duration is approximately 26 weeks. 14 meetings are assumed. Three hours per meeting, for the Project Manager, including travel time and 1 hour of meeting time.
3. HDR will prepare a rolling meeting agenda and meeting minutes with action items for each meeting. Two hours per meeting for the Project Manager.
4. In addition to the scheduled status meetings, HDR will participate in up to 12 meetings on site to review the conditions of the existing structures and discuss elements of the project. Three hours per meeting, for the Project Manager, including travel time and 1 hour of meeting time.
5. HDR will provide responses to an additional 8 construction phase RFI's or questions from the Contractor. Two hours per RFI for the project manager.
6. HDR will review the progress of the construction, review the pay applications submitted by the Contractor, sign and return the pay applications to the Kansas City Aviation Department for further processing. Assumed pay application requests will be submitted in the months of June through December 2022 (7 pay applications at one hour each).
7. Travel to the meeting site at 601 Brasilia from the HDR office is approximately 70 miles round trip. Mileage to be reimbursed at the accepted rate of \$0.585 per mile.

8. Additional Calendar Days for the project warranted additional construction observation services fees for HG Consult's involvement on full-time construction observation on this project. The calendar days were increased from 150 to 255 calendar days to support lead-times and material cure times as conveyed by contractors during the bid-phase. The time addition resulted in additional CM-Phase efforts by consultant team.
9. Construction testing services not originally included in any previous Amendments have been included in this scope of work for TSi Geotechnical, Inc. to conduct all construction materials testing services necessary to support the Construction Management team with the progress of the work.

20. Berlin Reservoir Dam and Spillway Repair Additional Design Phase Services

A. Additional Services Scope Overview

1. This supplement to the original contract to provide engineering services to prepare permit applications for the repair of the Berlin Basin dam and outfall structure.
2. Additional services to complete and submit the application for the U.S. Army Corps of Engineers (USACE) Nationwide Permit under section 401 / 404.
3. Additional services to complete and submit the application for the State of Missouri Department of Nature Resources Dam and Reservoir Safety Permit.

21. Berlin Reservoir Dam and Spillway Repair Additional CM Phase Services

A. Additional Services Scope Overview

1. Additional services to attend bi-weekly construction meetings (one meeting every other week) until the completion of construction for the Berlin Basin dam and spillway rehabilitation.
2. Assumed construction duration is two continuous months for approximately 10 weeks. 6 meetings are assumed. Three hours per meeting, for the Project Manager, including travel time and 1 hour of meeting time. One hour per meeting for the construction engineer.
3. HDR will prepare a rolling meeting agenda and meeting minutes with action items for each meeting. Two hours per meeting for the Project Manager.
4. In addition to the scheduled status meetings, HDR will participate in up to 6 meetings on site to review the conditions of the existing structures and discuss elements of the project. Three hours per meeting, for the Project Manager, including travel time and 1 hour of meeting time.

5. HDR will provide responses to an additional 4 construction phase RFI's or questions from the Contractor. Two hours per RFI for the project manager.
6. HDR will review the progress of the construction, review the pay applications submitted by the Contractor, sign and return the pay applications to the Kansas City Aviation Department for further processing. Assumed pay application requests will be submitted for 4 months (4 pay applications at one hour each).
7. Travel to the meeting site at 601 Brasilia from the HDR office is approximately 70 miles round trip. Mileage to be reimbursed at the accepted rate of \$0.585 per mile.

22. Erosion Ditch Repair Design

A. Erosion Ditch Repair Design

1. CMT will evaluate the severity of the erosion and determine steps forward to treat it
 2. CMT will coordinate the repair of the erosion between KCAD and subconsultant, HG Consult, throughout the design and construction processes of the repair
 3. CMT will help KCAD determine the appropriate approach to contracting this repair effort with a contractor
 4. HG Consult will preform a site investigation at the ditch, use existing drainage plans and review topographic survey (conducted by Trekk design group) to determine hydrology HG consult will investigate permitting requirements
 5. HG Consult will design pipe extension, channel design, plan preparation and specifications to develop and draft the repair design. HG Consult will develop Opinion of Probable Cost
 6. HG Consult will attend one design review meeting
 7. Services include construction observation and management during the construction phase, to consist of conducting field inspections during construction and responding to shop drawings and RFI's during the process
- B. Sec. 4, Paragraph A, Compensation and Reimbursables, delete and replace the following section:
- A. The maximum amount that City shall pay Design Professional under this Agreement is \$2,156,766.33, as follows:
 1. \$282,506.33 for the services performed by Design Professional under original Agreement.
 2. \$854,030.00 for the services performed by Design Professional under Amendment One.
 3. \$837,230.00 for the services performed by Design Professional under Amendment Four.

- 4. \$183,000.00 for the services performed by Design Professional under the Amendment Five.

Sec. 5 is to be added and inserted in the following section:

- A. Appendix "A" – Federal Contract Provisions for Non-AIP Funded Contracts is added to this Agreement, and incorporated as if fully set out herein.

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: _____

10/18/2022

Date: _____

DESIGN PROFESSIONAL

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

By: _____

Title: 10/13/22

KANSAS CITY, MISSOURI

By: _____

Title: Director of Aviation

DocuSigned by:

Patrick Klein

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Approved as to form:

DocuSigned by:

Charlotte Ferns

19200C227622419

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:
Eric Uevenger
18F59B5A8EE444E...

10/25/2022

Director of Finance

Date

Appendix A

PART III - FEDERAL CONTRACT PROVISIONS FOR
Non-AIP Funded Contracts

Application of References:

“Contractor” means any party to this agreement other than the Owner, including without limitation the prime contractor. “Subcontractor” means all subcontractors under contract with the Contractor.

Sec. A. Civil Rights General. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. B. Civil Rights – Title VI Solicitation Notice. The Kansas City Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Sec. C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or

national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Sec. D. Title VI List of Pertinent Nondiscrimination Acts And Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and

contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Sec. E. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Sec. F. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Sec. G. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

Sec. H. Immigration and Control Act of 1986. Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City to inspect its personnel records to verify such compliance.

Sec. I. Additional Records Requirements. In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.

Sec. J. Restricted Areas/Safety. Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Contractor, its officer, employees, invitees or Contractors cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.