

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 5**

**PROJECT NO. 62200517 – OVERHAUL BASE PAVEMENT REHABILITATION
KANSAS CITY INTERNATIONAL AIRPORT**

AVIATION DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell Engineering Corporation Inc. (Design Professional). The parties amend the Agreement entered into on April 1, 2020, as follows:

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

A. Sec. 2, Attachment 1, Scope of Services, add the following sections:

O. Pre-construction Services:

1. Develop a Construction Observation Program, (COP). This document will outline the general responsibilities of the Sponsor, the FAA, Consultant and Construction Contractor. The document will be developed in accordance with FAA requirements. As a minimum, the COP will include the following items:
 - a. Name of the person representing the Sponsor who has overall responsibility of contract administration for the project and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and a certificate of accreditation, indicating proficiency in specific test standards.
 - c. Names of other engineering firms with quality assurance responsibilities for the project including a description of the services to be provided by each firm.
 - d. Listing of qualifications for the Consultant's management team including: Project Manager, site observers, laboratory personnel, and testing personnel.
 - e. Listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for confirming that:
 - i. Tests are taken in accordance with the approved construction observation program.
 - ii. Tests are documented properly.
 - iii. Corrective actions/retesting are taken for failed tests.
 - iv. Mix designs meet project specifications and Consultant's approval is properly documented.
 - v. Quality and quantity of materials meet project requirements.

2. The Design Professional shall prepare, attend, and conduct the preconstruction meeting.
3. The Design Professional shall mobilize one (1) full-time civil field representative for the 2022 construction season, to perform duties as described in Construction Observation Services, this Amendment.
4. The Design Professional shall demobilize full-time civil field representative.
5. The Design Professional shall review the Contractor's Safety Plan Compliance Document (SPCD) and make recommendations to the City. The Lead Field Representative will inform the Sponsor of any non-compliance by the Contractor with the Contractor's Safety Plan that is observed in the field.

P. Construction Observation Services:

1. The Design Professional shall provide one (1) full-time civil field representative to be dedicated to this project for the 2022 construction season to perform duties per the FAA requirements and contract documents. The field representative shall provide daily construction record keeping documenting construction activities. The Design Professional shall comply and conform to City standards for inspection services. The Design Professional shall perform wage rate interviews as required throughout the project. Interviews shall not exceed more than 2 interviews per contractor / subcontractor per week.
2. The Design Professional shall provide project manager who will perform weekly observations and inspections at the project site and attend weekly construction meetings. Project Manager and Senior Engineer project coordination from the office as required, per the contract documents. This effort shall include responding to RFI's, preparation of RFP's and Monthly Schedule Reviews.
3. The Design Professional shall coordinate material testing and testing laboratory personnel per the contract documents.
4. The Design Professional shall review and process shop drawings/contractor submittals as required. Assume 20 original submittals and 25% revised & resubmit submittals at 3 hours/submittal.
5. The Design Professional shall complete the KCAD Weekly reporting required by the City to meet grant obligations and forward to the KCAD Project Manager.
6. The Design Professional shall develop and process construction change orders and contractor pay estimates as required.
7. The Design Professional shall attend and coordinate the final walk-through with the City and Contractor. The Design Professional shall develop a final punch list for the Contractor to complete.
8. WBE Subconsultant (TREKK) – Construction Observation Assistance for concrete and asphalt paving.
9. MBE Subconsultant (TSi Geotechnical) – Materials Testing.
10. MBE Subconsultant (SK Design) – Construction Observation Assistance for demolition, earthwork and drainage components.

Q. Final Project Close-Out:

1. The Design Professional shall prepare final certification reports, as-builts, test result summaries, QC monitor reports, DBE Accomplishment Report, sponsor certification for final acceptance, final payment request and other closeout paperwork as requested by the City. The Design Professional shall provide one reproducible Conforming to Construction Records set and electronic drawing files to the City.

R. Assumptions:

1. The City and / or KCAD will mark all utilities prior to construction through the dig permit process.

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

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,024,787.24, as follows:

A not-to-exceed amount of \$381,975.57 under the original Agreement.

A not-to-exceed amount of \$246,746.53 under the Amendment 1.

A not-to-exceed amount of \$67,622.25 under the Amendment 2.

A not-to-exceed amount of \$12,691.66 under the Amendment 3.

A not-to exceed amount of \$6,526.41 under the Amendment 4.

A not-to-exceed amount of \$309,224.82 for the services performed by Design Professional under this Amendment 5 – Scope of Services (Attachment 1).

1. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

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