DESIGN PROFESSIONAL SERVICES AMENDMENT NO. 2

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 1, Task 1 add the following sections:
- E. Construction Administration Services:

The Consultant shall perform construction administration services of the project. The Consultant's work effort under this contract shall specifically include the following tasks:

- 1. Attend and conduct a pre-construction conference (virtual, if necessary) for the electrical upgrade 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 part-time construction observation services, including preparation of weekly/monthly progress reports during construction, DBE reports, measurement of quantities of work completed and/or installed, 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 Exhibit TO-1.1B-1, 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). The project has a 120 calendar day contractor procurement period. The project also has a 90 calendar day construction period. Assumed site visits and presence on the project site include:
 - a. Weekly and periodic visits by RPR during construction period.
 - i. To record progress and record construction activities.
 - ii. WSP and FSC to both be present for these services.
 - b. Special visits for critical tasks (FSC).
 - c. Onsite support during power outages and power transitions (FSC).

Additional assumptions and definitions:

a. WSP to perform project management and administrative tasks.

- 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 weekly construction progress meetings to review progress with contractors and KCAD. Weekly meetings will be held virtually.
- 6. 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.
- 7. Perform punch list and final inspection with KCAD and the Contractor. It is assumed that one final inspection will be made for the electrical upgrade 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.
- 8. Prepare Record Drawings.
 - a. Consultant shall submit one (1) full size, one (1) half size and electronic file of the Record Drawings.
- 9. Prepare a final construction report and closeout documents.
 - a. Consultant shall complete this task within 60 calendar days of Construction Contractor's final project acceptance.
- 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 \$467,280, as follows:
 - 1. \$56,160.00 for the services performed by Design Professional under this Amendment One Construction Administration Services for Storm Sewer Rehabilitation 8A11 to 8A14.
 - 2. \$55,620.00 for the services performed by Design Professional under this Amendment Two— Construction Administration Services for 250/300 Richards Road Electrical Upgrade Construction Admin.
- 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 Councilor 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: 8/9/2021	DESIGN PROFESSIONAL
	I hereby certify that I have authority to execute this document on behalf of Design Professional
	By:
	Title: <u>Senior Director – Local Business Lead</u>
Date:	KANSAS CITY, MISSOURI
	Ву:
	Title: <u>Director of Aviation</u>
Approved as to form:	
Assistant City Attorney	
to which the foregoing expenditure	otherwise unencumbered, to the credit of the appropriation is to be charged, and a cash balance, otherwise credit of the fund from which payment is to be made, each y incurred.
Director of Finance	Date Date