

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 4**

**PROJECT NO. 62190509 – RECONSTRUCT RUNWAY 1L-19R
KANSAS CITY INTERNATIONAL AIRPORT
FAA AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT NO. 3-29-0040-077**

AVIATION DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and HNTB Corporation (Design Professional). The parties amend the Agreement entered into on April 22, 2020 as follows:

A. Part 1, Section 1, Sec. 2, Scope of Services is amended by adding the following new section:

F. Reconstruct Runway 1L-19R Phase 2 – This scope of services is for performing construction administration and observation services for the reconstruction of Runway 1L-19R. Project will reconstruct the runway’s south half by full-depth removal and replacement of the runway pavement.

The Design Professional shall perform the following:

- | | |
|---|-------------------|
| 1. Project Management | \$82,015.13 |
| a. Develop and maintain project workplan. | |
| b. Conduct internal monthly project reviews. | |
| c. Office administration, contract administration and preparation of subconsultant agreements for electrical inspection, material testing and field as-built surveying. | |
| 2. Construction Administration | \$327,912.09 |
| a. Attend preconstruction conference with KCAD stakeholders and Contractor. | |
| b. Participate in coordination meetings and weekly progress meetings for the duration of the project. | |
| c. Coordinate construction and phasing with the KCAD, Airport Operations and FAA. | |
| d. Review and process Contractor’s shop drawing submittals. | |
| e. Review Contractor’s pay applications. | |
| f. Review and respond to Contractor’s Request for Information (RFI). | |
| g. Prepare Request for Proposal (RFP), as necessary. | |
| h. Review and respond to Contractor’ Change Order Requests (COR). | |
| i. Provide on-site Engineering Review at project milestones. | |
| j. Participate in the final inspection of the project. | |
| k. Update the Airport ALP and Part 139 Sign and Marking Plan at project completion. | |
| l. Compile as-built markups and prepare as-built drawings. | |
| m. Prepare the Engineer’s Final Report. | |
| 3. Construction Observation | \$1,709,126.68 |
| a. Develop Construction Observation Plan (COP). | |
| b. Provide the following field staff for observation of the Base Bid construction: | |
| 1) | Resident Engineer |
| 2) | Inspector (3) |

- 3) Electrical Inspector
- 4) Drainage Inspector
- c. Monitor the Contractor's work for compliance with the plans, specifications, and schedule.
- d. Provide Quality Assurance testing of the Contractor's materials, for conformance to the requirements of the specifications.
- e. Review and tabulate material test results.
- f. Provide field survey verification of finished P-152 Earthwork, P-401 Asphalt Surface Course, P-501 Concrete Pavement.
- g. Conduct wage rate interviews of the Contractor's employees.
- h. Complete daily diaries of the Contractor's work, visitors, and questions, as well as any directives made.
- i. Complete weekly FAA and KCAD progress reports.
- j. Record and maintain a record of the project calendar days used.
- k. Measure and record quantities as completed.
- l. Reconcile quantities and prepare monthly pay estimates and requests for payment, which delineate AIP eligible and non-eligible quantities and payments due.
- m. Prepare change order documentation.
- n. Prepare punch lists of remaining work for each phase of work.
- o. Prepare final punch lists for the project.

Deliverables – The following is a list of submittals that will be delivered to the KCAD for the Reconstruct Runway 1L-19R Phase 2 Project:

- 1. All FAA documentation required for the Grant Closeout Final Report will be provided within 75 days of project completion.
- 2. Construction Observation Plan – electronic file.
- 3. Shop Drawings – electronic files.
- 4. Correspondence Files – electronic files.
- 5. FAA Weekly Progress Reports – electronic files.
- 6. KCAD Weekly Progress and Calendar Day reports – electronic files.
- 7. Wage Rate Interviews – electronic files.
- 8. Daily Diaries – electronic files.
- 9. Quantities – electronic files.
- 10. Test Reports – electronic files.
- 11. Pay Applications – electronic files.
- 12. Change Orders – electronic files.
- 13. Final Engineer's Report – 2 hard copies and electronic file.
- 14. Updated ALP – electronic file.
- 15. As-Built Drawings – 1 hard copy and electronic file.

Assumptions – This scope of services is developed based on the following:

- 1. Fee is based on the Phase 2 contract calendar days. Shall the Contractor fail to complete the contracted work in the time required by the contract, the construction services fee outlined in this amendment shall be revised.

B. Sec. 4.A. Compensation and Reimbursables delete and replace with the following sections:

A. The maximum amount that City shall pay Design Professional under this Agreement is \$8,508,370.17 as follows:

1. A not-to-exceed lump sum amount of \$3,578,721.55 for Item A under the Agreement.
2. A not-to-exceed amount of \$2,338,719.85 for Item B under Amendment One (1).
3. A not-to-exceed lump sum amount of \$152,672.62 for Item C, Runway 9-27 Pavement Evaluation (Non-Eligible) under Amendment Two (2).
4. A not-to exceed lump sum amount of \$119,255.54 for Item D, Taxiway E Pavement Evaluation (Non-Eligible) under Amendment Two (2).
5. A not-to-exceed lump sum amount of \$199,946.71, for Item E, Rehabilitation of Runway 9-27 (Non-Eligible) under Amendment Three (3).
6. A not-to-exceed amount of \$2,119,053.90 for Item F under this amendment.

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