

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 8**

**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 6, Task 7 – Storm Sewer Rehabilitation Program – Storm Sewer Improvements and add the following sections:

7.1. Project Task Descriptions:

B. Construction Observation 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 for the storm sewer rehabilitation 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 5 – 10 hour working days per week, for seventeen (17) weeks
 - c. 120 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 three (3) change orders.
5. Conduct weekly construction progress meetings to review progress with contractors and KCAD.
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 item of work based upon the tests performed. Report all results to KCAD on a weekly bases.

- a. TSi Scope and fee is based on 600 hours of construction observation support, 150 density tests, concrete testing, soil proctors, and aggregate bedding gradations.
 - b. See exhibit TO 7A.1 for construction material testing and construction observation support scope and services 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 – 6
 - 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 improvements 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 45 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 \$819,150.21, 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 – Construction Administration Services for Perimeter Fence Upgrades.
7. \$167,080.00 for the services performed by Design Professional under Amendment Seven – Storm Sewer Rehabilitation Program - 2022. Funds for this amendment shall come from the following tasks that were not completed and contingency.
 - a. Original Agreement Task 3 NW Richards Road Mill & Overlay Design \$103,500.00
 - b. Original Agreement Task 5 Sinkhole Evaluation, Repair and Mitigation \$40,000.00
 - c. Contract Contingency \$23,580.00
8. \$171,331.21 for the services performed by Design Professional under this Amendment Eight – Storm Sewer Rehabilitation Program– Storm Sewer Improvements.

Sec. 2. is to be added and inserted in the following section:

- A. Appendix “A” – CREO Provisions is added to this Agreement, and incorporated as if fully set out herein.

Sec. 3. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 4. 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. 5. 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.

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.