

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1

EXECUTED
10-5-20

PROJECT NO. 62200525 – REHABILITATE TAXIWAY C
KANSAS CITY INTERNATIONAL AIRPORT
FAA AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT NO. 3-29-0040-078

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, Sec. 2, Scope of Services is amended by adding the following new sections:

B. Construction Services for the Rehabilitate Taxiway C - Base Bid
Scope:

A construction project for the rehabilitation of Taxiway C, east of Runway 1R-19L and rehabilitation of Taxiway D, east of Runway 1R-19L. The project consists of AIP Eligible funding for the construction. This fee has been derived to provide full time construction monitoring, testing and surveying in accordance with the project specifications and the FAA Advisory Circulars. This fee includes the base bid for the Rehabilitate Taxiway C construction project.

Full-time inspection staff will be provided to monitor the Contractor's work, TSi Geotechnical will provide testing services, Custom Engineering will provide the inspection and designer review of the Contractor's electrical work and TREKK Design Group will conduct as-built surveys and RCP inspection. These will provide the Quality Assurance inspection and testing, which is required by the specifications. The project schedule in the plans, was used to derive the inspection and testing requirements. This schedule was also used to determine the number of calendar days allowed for the completion of the construction contract and those days have been included in the plans and specifications and are therefore a requirement of the Contractor's contract. Should the Contractor fail to complete his contracted work in the time required by his contract, the construction service fees shall be revised.

Services:

1. Project Management \$ 17,455.87
 - a. Perform internal contract administration and monthly progress reports. Assuming project duration of 8 months.
 - b. Coordinate work of subconsultants for contracting and billing.

2. Design Coordination and Documentation \$ 57,654.91
 - a. Attend pre-construction conference
 - b. Attend as deemed necessary pre-coordination meeting
 - c. Participate in weekly construction progress meetings
 - d. Perform construction phasing coordination with KCAD
 - e. Review and process shop drawings and submittals
 - f. Review pay applications (10)

- g. Review and process Request For Information (RFI's) submittals by the Contractor
- h. Perform Change Order Request (COR) review and response
- i. Provide on-site engineering review
- j. Conduct final inspection
- k. Compile and review record documents
- l. Perform ALP update and Part 139 plan modifications
- m. As-built plans
- n. Project Close-out report

3. Construction Observation \$ 630,898.65
- a. Develop Construction Observation Plan (COP)
 - b. Provide on-site RPR services by monitoring compliance with the plans, specifications and schedule updates
 - c. Provide full time field staff which could include a combination of the following for observation of the construction:
 - i. Resident Engineer
 - ii. Senior Engineer
 - iii. Inspector
 - d. Complete daily diaries of the Contractor's work, visitors, and questions, as well as any directives made
 - e. Conduct wage rate interviews of the Contractor's employees
 - f. Complete the weekly FAA and KCAD progress reports
 - g. Record and maintain a record of the project calendar days used
 - h. Measure and record quantities as they are completed
 - i. Reconcile quantities and prepare monthly pay estimates and requests for payment, which delineate AIP eligible and non-eligible quantities and payments due
 - j. Prepare change orders
 - k. Provide Quality Assurance testing of the Contractor's materials, for conformance to the requirements of the specifications
 - l. Review and tabulate test results
 - m. Survey finished P-152 Earthwork, with cross sections at 100-foot spacing
 - n. Survey finished P-401 Asphalt Surface Course, with elevations on a 100-foot grid
 - o. Survey finished P-501 Concrete Pavement, with elevations on a 100-foot grid
 - p. Survey and camera inspection of installed reinforced concrete pipes for the project
 - q. Prepare the Engineer's Final Report
 - r. Participate in the final inspection of the project
 - s. Compile as-built markups and prepare as-built drawings
 - t. Prepare punch lists of remaining work for each phase and sub-phase of work

Deliverables:

- 1. All FAA documentation required for the Grant Closeout Final Report will be provided within 75 days of project completion
- 2. The Design Professional shall provide the following:

- a. Construction Observation Plan – electronic file
- b. Shop Drawings – electronic files
- c. Correspondence Files – electronic files
- d. FAA Weekly Progress Reports – electronic files
- e. KCAD Weekly Progress and Calendar Day reports – electronic files
- f. Wage Rate Interviews – electronic files
- g. Daily Diaries – electronic files
- h. Quantities – electronic files
- i. Test Reports – electronic files
- j. Pay Applications – electronic files
- k. Change Orders – electronic files
- l. Final Engineer's Report – 2 hard copies and electronic file
- m. Updated ALP – electronic file
- n. Updated Part 139 Plan – electronic file
- o. As-Built Drawings – 1 hard copy and electronic file

C.

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

A. The maximum amount that City shall pay Design Professional under this Agreement is \$1,251,178.94 as follows:

1. A lump sum of \$545,168.51 for Item A.
2. A not-to-exceed amount of \$706,010.43, including a fixed payment of \$57,180.36, for Item B, Construction Services for the Rehabilitate Taxiway C Construction Project.
 - i. City shall pay Design Professional compensation for Item B services amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 138.34% for Design Office and 88.64% for Field Office.
 - ii. Actual reasonable expenses incurred by Design Professional directly related to Item B, to include only the following, in an amount of \$13,160.50. The following are the reimbursable expenses that City has approved: Printing, mileage, postage, travel and deliveries.

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: 6/23/2020

DESIGN PROFESSIONAL

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

By: *Timothy C. Meyer*
Title: Vice President

Date: 9/17/2020

DocuSigned by:
KANSAS CITY, MISSOURI
By: *PAT KLEIN*
419A072FAF95469...
Title: Director of Aviation

Approved as to form:

DocuSigned by:

DOROTHY CAMPBELL
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.

for *Cherise Daniebe* 10/5/2020
Director of Finance Date

ORDINANCE NO. 200676

Authorizing a \$706,009.43 Amendment No. 1 with HNTB Corporation to Rehabilitate Taxiway C at KCI Airport for a total contract amount of \$1,281,178.94; and authorizing a maximum expenditure of \$776,610.43.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Aviation is hereby authorized to execute Amendment No. 1 with HNTB Corporation for design professional services for Project No. 62200525 – Rehabilitate Taxiway C adding \$706,009.43 for a total contract amount of \$1,281,178.94. A copy of the amendment is on file in the Aviation Department.

Section 2. That the Director of Aviation is hereby authorized to amend and increase this contract by a contingency amount not to exceed \$70,601.00.

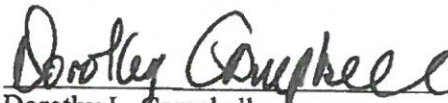
Section 3. That the sum of \$776,610.43 has been previously appropriated to Account No. 21-8300-627270-B.

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.



Tammy L. Queen
Director of Finance

Approved as to form and legality:




Dorothy L. Campbell
Assistant City Attorney



Authenticated as Passed


Quinton Lucas, Mayor


Marilyn Sanders, City Clerk

AUG 27 2020

Date Passed



ENCUMBRANCE FORM
 Kansas City, Missouri
 Aviation Department

DOC ID P0# 6200011892

LINE NO.	FUND	DEPT/ORG	ACCT	PROJECT NO.	APPR. UNIT	ACTIVITY	AMOUNT	INCREASE/ DECREASE
01	8300	627270	611060	62200525	B	Plan	706,009.43	I
02	8300	627270	611065	62200525	B	Plan	70,601.00	I
03	—	—	—	—	—	—	0.00	(I / D)
04	—	—	—	—	—	—	0.00	(I / D)
05	—	—	—	—	—	—	0.00	(I / D)
06	—	—	—	—	—	—	0.00	(I / D)
07	—	—	—	—	—	—	0.00	(I / D)
TOTAL							\$ 776,610.43	

EXPLANATION:

To increase the city's maximum obligation and encumber additional funds under an agreement with HNTB Corporation for Project No.62200525 - Rehabilitate Taxiway C at Kansas City International Airport.

Amendment No. 1 Ordinance #200676 Vendor #000002784

Increase contract: \$706,009.43

Increase contingency: \$70,601.00

Total: Contract balance after increase \$1,251,178.94
 Contingency balance after increase: \$125,118.00

Approved By Contract Administrator:

Date

Ken Swell

9-15-20

Approved By Deputy Director - P&E

Date

[Signature]

9.15.2020

LB 10/5/2020
 to 10/5/2020