

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 9**

**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:

11. Additional time to inspect reconstruction deficient structure.

12. Additional time communication with contractor for annular grouting and subsurface monitoring.

13. Additional inspection time due to weather and contractor.

14. CA services for additional inlet replacement near Hangar 5A/5B.

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 \$864,302.90, 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 Amendment Eight – Storm Sewer Rehabilitation Program– Storm Sewer Improvements.
9. \$45,152.69 for the services performed by Design Professional under this Amendment Eight – Storm Sewer Rehabilitation Program– Storm Sewer Improvements.

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.

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