DESIGN PROFESSIONAL SERVICES AMENDMENT NO. 3

PROJECT NO. 62190508 – DESIGN AIRPORT DEVELOPMENT DT CHARLES B. WHEELER DOWNTOWN AIRPORT AVIATION DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Crawford, Murphy & Tilly (Design Professional). The parties amend the Agreement entered into on May 5, 2020, as follows:

- Sec. 1. Sections Amended. The Agreement is amended as follows:
- A. Sec. 2, Paragraph A, Scope of Services, add the following section:
 - 8. Reconstruct Portion of Taxiway A Construction Phase Services
 - F. Kickoff
 - a. Prepare Electronic Files for Contractor Use
 - b. Develop a Federal-Construction Observation Program in accordance with FAA requirements.
 - c. Prepare construction documentation paperwork, file folders, project binders, etc.
 - d. Conduct preconstruction conference, including agenda and minutes
 - e. Review contractor shop drawings
 - f. Badging training and renewals for CMT staff
 - G. Full-Time Construction Observation Phase 1 (42 Calendar Days)
 - a. Provide construction observation services, including preparation of weekly reports and other reports as required by KCAD and the COP to document the prosecution and progress of the Project. Resident Project Representative and Assistant Resident Project Representative to be on site at all times during construction.
 - b. Coordinate contractor schedule access and pavement closures
 - c. Change Order Preparation
 - d. Pay Request Preparation
 - e. Conduct Site Visits
 - f. Conduct Weekly Construction Progress Meetings
 - g. Respond to Field Issues throughout duration of project
 - h. Construction Materials Testing (TSi)
 - H. Full-Time Construction Observation Phase 2 (1 Saturday Day Shift)
 - a. Conduct Pre-Closure Meeting
 - b. Full-time On-Site RPR to be on site at all times during Phase 2
 - I. Post-Construction
 - a. Attend and conduct a Final Walk Through review of the Project with KCAD, FAA, and the Contractor.
 - b. Punchlist Verification for all work identified during Final Walk Through.

- c. Prepare and submit to KCAD and FAA one (1) electronic set of record drawings on a compact disc (CD) in .pdf format.
- d. Prepare and submit to KCAD and FAA a Final Testing Report as Required by the COP
- e. Update and Submit ALP to show As-Built Conditions
- f. Prepare and submit Construction Photograph Submittal in a 3-ring binder to include before, bi-weekly, and post construction photographs providing a thorough representation of the construction progression throughout the project.

Sec. 4., Compensation and Reimbursables is hereby revised as follows:

A. The maximum amount that City shall pay Design Professional under this Agreement is Four Hundred Seventy-nine Thousand Dollars (\$479,000.00).

Original Agreement - \$350,000.00
Proposed Amendment 3 \$129,000.00
TOTAL AMOUNT: \$479.000.00

Sec. 4.A. of the Agreement is amended by adding the following:

- 2. The total payment for the construction phase services described in this Amendment No. Three shall not exceed One Hundred Twenty-nine Thousand (\$129,000.00) without written approval of the City.
- 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.

Difeet of 764P4Finance

Each party is signing this amendment on the date stated opposite that party's signature. 9/30/2021 **DESIGN PROFESSIONAL** I hereby certify that I have authority to execute this document on behalf of Design Professional 9/7/2021 Date: KANSAS CITY, MISSOURI DocuSigned by: atrick klein Title: Director of Aviation Approved as to form: Mlson Munos 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. 9/15/2021 Theresa Danielsen

Date