

**MODIFICATION NO. 11 TO ON-CALL AGREEMENT  
DATED SEPTEMBER 21, 2018  
(RFQ NO. 2015-300)**

**FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT**

**THIS MODIFICATION TO ON-CALL AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Crawford, Murphy and Tilly, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an On-Call Agreement dated September 3, 2015 (RFQ No. 2015-300) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

**WHEREAS**, the Base Agreement was modified with Modification No. 1 dated September 23, 2015; and

**WHEREAS**, the Base Agreement was modified with Modification No. 2 dated December 21, 2015; and

**WHEREAS**, the Base Agreement was modified with Modification No. 3 dated April 4, 2016; and

**WHEREAS**, the Base Agreement was modified with Modification No. 4 dated October 6, 2016; and

**WHEREAS**, the Base Agreement was modified with Modification No. 5 dated November 17, 2016; and

**WHEREAS**, the Base Agreement was modified with Modification No. 6 dated July 19, 2017; and

**WHEREAS**, the Base Agreement was modified with Modification No. 7 dated November 17, 2017; and

**WHEREAS**, the Base Agreement was modified with Modification No. 8 dated January 2, 2018; and

**WHEREAS**, the Base Agreement was modified with Modification No. 9 dated January 2, 2018; and

**WHEREAS**, the Base Agreement was modified with Modification No. 10 dated \_\_\_\_\_ ;  
and

**WHEREAS**, the Base Agreement was modified with Modification No. 11 dated \_\_\_\_\_ ; and

**WHEREAS**, City and Engineer desire to amend the provisions of the Base Agreement, as modified, as provided herein; and

**WHEREAS**, the amended engineering services contained in this Modification No. 11, were services originally contemplated by the City and the Engineer when entering into the Base Agreement, and which were included in the request for qualifications review that was conducted by the City when awarding the contract for the Base Agreement; and

**WHEREAS**, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute contracts providing for engineering services.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement as follows:

**ARTICLE I  
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER**

The Base Agreement is hereby modified and amended to include the following scope of services for the Boundary Survey, Zoning Plats and Strother Road Vacation Plats:

This project shall include the preparation of a legal description and exhibit for the vacation of the existing right of way of Old Strother Road. Additionally, a boundary survey will be prepared and will include setting iron pins on property corners or recovering existing pins at the corners. Based on the boundary survey, a subdivision plat drawing, including a metes and bounds description, in compliance with the requirements of the City of Lee's Summit for the purposes of rezoning shall be prepared. See attached proposal from Anderson Surveying.

All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Payment will be made based upon hourly and direct expenses as shown in Exhibit A attached to this Modification No. 11 with a Not to Exceed Maximum Payment of \$25,590. All other terms of the Base Agreement not amended by the Modification to the On-Call Agreement shall remain in full force and effect.

This Modification No. 11 to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Modification to On-Call Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

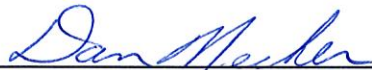
**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

**ENGINEER:**

  
\_\_\_\_\_  
BY: Dan Meckes  
TITLE: President *CEO*

ATTEST:

\_\_\_\_\_

**CRAWFORD, MURPHY & TILLY, INC.**  
**CONTRACT ATTACHMENT - EXHIBIT A - 2018 PROFESSIONAL SERVICES COST ESTIMATE**  
**CLIENT** Lee's Summit Municipal Airport  
**PROJECT NAME** Airport Boundary Survey & Zoning Plats  
**CMT JOB NO.** To Be Determined

Prep By ALK  
 DATE 09/21/18

Apprvd  
 DATE 09/21/18

TASK NO	TASKS   CLASSIFICATIONS	MAN HOURS & LABOR SUMMARY															TOTAL FEE							
		CURRENT YEAR 2017 HOURLY RATES	\$210	\$205	\$175	\$140	\$130	\$120	\$120	\$130	\$85	\$105	\$80	\$50	TOTAL									
		PRINCIPAL	SENIOR PROJECT ENGINEER / ARCHITECT	PROJECT MANAGER	LAND SURVEYOR	SENIOR ARCHITECT	SENIOR ENGINEER	SENIOR TECHNICAL MANAGER	SENIOR PROJECT GIS SPECIALIST	SENIOR PLANNER	ARCHITECT	ENGINEER	SENIOR TECHNICIAN	TECHNICAL PLANNER	TECHNICAL MGR	TECHNICIAN II	TECHNICIAN I	ADMIN ASSISTANT	ACCOUNTANT	MAN HOURS & LABOR SUMMARY	TOTAL			
1	BOUNDARY SURVEY & ZONING PLATS																				12	\$24,600		
2	CITY RE-ZONING MEETINGS				6																6	\$990		
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11																								
12																								
13																								
14																								
15																								
	TOTAL MAN HOURS						12	6													18	\$2,940		
	SUBTOTAL - BASE LABOR EFFORT						\$2,100	\$840																
	TASKS (CONTINUED)	TOTAL LABOR EFFORT	\$840																					
1	BOUNDARY SURVEY & ZONING PLATS		\$150																				\$22,500	
2	CITY RE-ZONING MEETINGS																						\$150	
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								
11																								
12																								
13																								
14																								
15																								
	TOTALS	\$2,940	\$150												\$22,500								\$22,650	
	TIME PERIOD OF PROJECT	2017	2018	2019	2020																		\$25,590	
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR		100%																					
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT																							
	ESTIMATED CONTINGENCY																							
	ROUNDING																							
	TOTAL FEE	<b>MATH CROSS CHECK IS OK</b>																						