

**MODIFICATION NO. 12 TO ON-CALL AGREEMENT  
DATED SEPTEMBER 3, 2015  
(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 April 11, 2018; and

**WHEREAS**, the Base Agreement was modified with Modification No. 11 dated \_\_\_\_\_, 2018; 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. 12, 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:

The Base Agreement is hereby modified and amended to include the AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2 CONSTRUCTION SERVICES ADDENDUM 1, attached hereto as Exhibit A, and incorporated herein by reference.

1. The terms and provisions of Exhibit A shall only apply to the services to be provided which are set forth in Exhibit A.
2. In the event of a conflict between any provision of the Base Agreement and Exhibit A; Exhibit A shall control to the extent it affects any of the services to be performed pursuant to Exhibit A.
3. All other terms of the Base Agreement not amended by the Modification to On-Call Agreement shall remain in full force and effect.

This Modification No. 12 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 \_\_\_\_\_, 2018.

**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

ATTEST:

\_\_\_\_\_

Airport Name: Lee's Summit Municipal Airport  
Project No.: 16-109A-1 & AIR 166-109A-1  
County: Jackson

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2  
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Lee's Summit (hereinafter, "Sponsor") and Crawford, Murphy & Tilly, Inc. (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on November 17, 2016, to accomplish a project at the Lee's Summit Municipal Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant entered into a Supplemental Agreement No. 1 on **November 17, 2017**, to accomplish a project at the Lee's Summit Municipal Airport, (hereinafter, "SA1"); and

WHEREAS, additional construction phase services not included in the scope of services for SA1 was required due to time overruns by the Contractor; and

WHEREAS, additional construction phase testing was required due to the paving methods of the Contractor; and

WHEREAS, liquidated damages will be assessed to the Contractor to cover a portion of the additional construction phase services costs; and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 2 (hereinafter, "SA2") to otherwise complete, extend or continue the Original Agreement and SA1 as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 2 are additional services which are beyond the scope of services provided in the Original Agreement and SA1. These additional professional services are generally described and defined in Section 17 of the Original Agreement and Exhibit II – SA2, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section 9

of the Original Agreement.

(B) The costs of Supplemental Agreement No. 2 shall be in addition to the cost of the Original Agreement and SA1.

(C) The lump sum fee and maximum amount payable included in Section 9 of the Original Agreement and SA1 are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	TOTAL
Fixed Fee	\$41,100.25	\$50,608.22	\$5,181.55	\$96,890.02
Max. Fee	\$376,596.01	\$503,453.17	\$45,164.63	\$925,213.81

(D) Estimated costs for the services in Supplemental Agreement No. 2 are defined in Exhibit IV – SA2 and Exhibit V – SA2, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: The period of service in Section (3) of SA1 shall remain 60 calendar days after issuance of final project acceptance to the Contractor.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 2. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 2 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0% of the total services to be performed under this Supplemental Agreement No. 2 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed

under this Supplemental Agreement No. 2 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 2.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
TSi Geotechnical	8248 NW 101 <sup>st</sup> Terr #5 Kansas City, MO 64153	Material Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 2, the Original Agreement and SA1 between the parties shall remain in full force and effect and the terms of the Original Agreement and SA1 shall extend and apply to this Supplemental Agreement No. 2.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 2 on the date last written below.

Executed by the Consultant this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONSULTANT

SPONSOR

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT IV – SA2**

**DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)**

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**EXHIBIT V – SA2**

**ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN**

**EXHIBIT IV - SA2**  
**DERIVATION OF CONSULTANT PROJECT COSTS**  
**LEE'S SUMMIT MUNICIPAL AIRPORT**  
**RELOCATION AND EXTENSION OF TAXIWAY A**  
**LEE'S SUMMIT, MISSOURI**  
**CONSTRUCTION PHASE SERVICES ADDENDUM 1**

November 19, 2018

<u>Basic Services</u>	<u>Fixed Fee</u>	<u>Maximum NTE</u>	<u>Hours</u>
Construction Phase	\$5,181.55	\$45,164.63	451
<u>Special Services</u>	<u>Fixed Fee</u>	<u>Maximum NTE</u>	<u>Hours</u>
AGIS Post-Construction Survey	\$0.00	\$0.00	0
<b>Total</b>	<b>\$5,181.55</b>	<b>\$45,164.63</b>	<b>451</b>



EXHIBIT IV SA2

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT  
LEE'S SUMMIT, MISSOURI  
RELOCATION AND EXTENSION OF TAXIWAY A  
CONSTRUCTION PHASE SERVICES ADDENDUM 1

November 19, 2018

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u> (2017 rates)	<u>COST (\$)</u>
Principal	0	\$77.58	\$0.00
Senior Project Engineer	0	58.97	\$0.00
Project Manager	0	47.57	\$0.00
Senior Engineer	2	37.51	\$75.02
Engineer	440	29.10	\$12,804.00
Senior Planner	0	36.23	\$0.00
Planner	0	25.39	\$0.00
Registered Land Surveyor	0	40.79	\$0.00
Senior Technician	0	35.67	\$0.00
Technician II	0	27.43	\$0.00
Clerk/Secretary	9	22.36	\$201.24

451

Total Direct Salary Costs = \$13,080.26

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 164.09 % = \$21,463.40

3 **SUBTOTAL:**

Items 1 and 2 = \$34,543.66

4 **PROFIT:**

15 % of Item 3 Subtotal = \$5,181.55 Lump Sum  
Subtotal = \$39,725.21

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	0 Miles @	\$0.54 / Mile =	\$0.00
b. Construction Vehicle	40 Days @	\$65.00 / Day =	\$2,600.00
c. Meals	Days @	\$32.00 / Day =	\$0.00
d. Motel	Nights @	\$112.00 / Night =	\$0.00
c. Printing and Shipping		=	\$0.00

Total Out-of-Pocket Expenses = \$2,600.00 Not to Exceed

6 **SUBCONTRACT COSTS:**

a. Material Testing (Tsi Geotechnical)	=	\$2,839.42
b.	=	
c.	=	
d.	=	
	=	\$2,839.42

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$45,164.63 Not to Exceed

