

**MODIFICATION NO. 7 TO ON-CALL AGREEMENT
DATED AUGUST 26, 2020
(RFQ NO. 2020-067)**

FOR PROFESSIONAL ENGINEERING SERVICES FOR THE AIRPORT

THIS MODIFICATION TO ON-CALL AGREEMENT made and entered into this ____ day of _____, 2024, 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 August 26, 2020 (RFQ No. 2020-067) for professional engineering services for the Airport (hereinafter "Base Agreement"); and

WHEREAS, the Base Agreement was modified with Modification No. 1 dated September 14, 2021; and

WHEREAS, the Base Agreement was modified with Modification No. 2 dated October 27, 2022; and

WHEREAS, the Base Agreement was modified with Modification No. 3 dated March 13, 2023; and

WHEREAS, the Base Agreement was modified with Modification No. 4 dated June, 2023; and

WHEREAS, the Base Agreement was modified with Modification No. 5 dated August 9, 2023; and

WHEREAS, the Base Agreement was modified with Modification No. 6 dated September 27, 2023; 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. 7, 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 Base Agreement as follows:

1. The Base Agreement is hereby modified and amended to include the AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 7 LXT HANGAR 2 AND EASTSIDE DEVELOPMENT – CM PHASE, attached hereto as Exhibit A, and attached hereto and incorporated herein by reference.

2. The terms and provisions of Exhibit A shall only apply to the services to be provided which are set forth in Exhibit A of this Modification No. 7.
3. 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.
4. All other terms of the Base Agreement not amended by this Modification No. 7 shall remain in full force and effect.
5. The not to exceed price for providing the services identified in the scope of work of Exhibit A in this Modification No. 7 shall not exceed \$353,000.

This Modification No. 7 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 _____, 2024.

CITY OF LEE'S SUMMIT

Mark Dunning, City Manager

APPROVED AS TO FORM:

Office of the City Attorney

ENGINEER:

BY: _____
TITLE: _____

ATTEST:

Overview

LXT Eastside Development



Scope of Services

LXT Hangar 2 and Eastside Development CM Services

- A] General project management: involves coordination of work, communications with client, CM staff and contractor, tracking of progress, schedule calibrations, budget tracking, subconsultant invoicing and client invoicing. Estimate 10 hours/month.
- B] Attend a pre-construction conference
- C] Review product shop drawings and material certification submittals as provided by the Contractor
- D] Conduct Site Visits as necessary to examine field concerns (Assume 1 visit every 2 weeks during the 150 calendar day Phase 2 construction period = 11 visits)
- E] Attend bi-weekly construction progress meetings (420 Calendar Days: 60 Weeks/2 = 30 Virtual Meetings)
- F] Inspection shall be limited to Special Inspection services only:
 - 1] Coordinate Needed site visits by Special Inspections personnel to align with contractors construction schedule
 - 2] Provide needed Codes special inspection reports as mandated by the City Building Code Authority.
- G] Respond to Contractor RFI's and field issues throughout the duration of the project. Include associated RFI log-in sheet (Assume 30 RFI's)
- H] Issue Request for Proposals, (RFP's), Supplementary Design Instructions (SDI's) and Work Change Directives (WCD's) as needed throughout the project. Include associated log-in sheets for each category. (Assume 30 total combined RFP/SDI/WCD's)
- I] Review Change Orders and cost change pricing necessary for construction of the project. Include an associated change order recommendation letter. (Assume 8 Change Orders. Owner will develop Change Orders)
- J] Review & coordinate contractor pay applications with the City (Assume 14 Pay Applications. Owner will develop pay apps)
- K] Provide close out services. Include the following:
Civil Sitework:
 - 1] Attend Civil Sitework Punchlist Inspection Meeting, issue associated punchlist

- 2] Attend Civil Sitework Follow-Up from Inspection meeting to verify corrected deficiencies from punchlist (Assume 2 follow-up meetings)
- 3] Attend Civil Sitework Final Inspection meeting

Complete Project:

- 1] Attend Punchlist Inspection Meeting, issue associated punchlist
- 2] Attend Follow-Up from Inspection meeting to verify corrected deficiencies from punchlist (Assume 2 follow-up meetings)
- 3] Attend Final Inspection meeting

Closeout Documentation:

- 1] Convert City-prepared record drawings into Autocad Prepare and submit to the City one (1) electronic set of record drawings on a compact disc (CD) in .pdf & CAD formats per CAD Standards. Include one hardcopy that is directly scalable.
- 2] Update Airport ALD to show as-built conditions and distribute to FAA/MoDOT and Sponsor for Approval

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

LEE'S SUMMIT MUNICIPAL AIRPORT
LEE'S SUMMIT, MISSOURI

HANGAR 2 & EASTSIDE DEVELOPMENT
CONSTRUCTION PHASE SERVICES
6-Feb-24

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	0	102.31	\$0.00
Senior Project Engineer	0	83.72	0.00
Project Manager	297	62.59	18,589.23
Senior Engineer	80	48.05	3,844.00
Engineer	444	36.75	16,317.00
Senior Planner	8	47.60	380.80
Planner	0	36.97	0.00
Registered Land Surveyor	0	53.60	0.00
Senior Technician	0	46.88	0.00
Technician	0	30.94	0.00
Clerk/Secretary	0	30.24	0.00

Total: 829

Total Direct Salary Costs = \$39,131.03

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 170.76 % = \$66,820.15

3 **SUBTOTAL:**

Items 1 and 2 = \$105,951.18

4 **PROFIT:**

15 % of Item 3 Subtotal = \$15,892.68 Fixed Fee

Subtotal \$121,843.85 Not To Exceed Fee

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

Construction Phase

a. Construction Phase Mileage 1350 Miles @ \$0.67 / Mile = \$904.50 (45 miles/trip x 2 trips/month x 15 months)
b. Construction Phase Meals 0 Days @ \$21.00 / Day = \$0.00
c. Construction Phase Motel 0 Nights @ \$99.00 / Night = \$0.00
d. Printing/Shipping \$320.65
Total Out-of-Pocket Expenses = \$1,225.15 Not to Exceed Expenses

6 **SUBCONTRACT COSTS:**

a. Architecture CM - CITY (Wellner & Olsson) = \$107,181.00
b. Architecture CM - LSR7 (Wellner & Olsson) = \$63,750.00
c. Special Inspections (Olsson) = \$59,000.00

= \$229,931.00 Not to Exceed Subcontract Costs

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$353,000.00

CONSTRUCTION PHASE SERVICES HANGAR 2 AND EASTSIDE DEVELOPMENT

[illegible]



February 7, 2024

Tyler Horn, PE | Aviation Group Manager
Crawford, Murphy & Tilly | Engineers & Consultants
w 816.853.2894 | thorn@cmtengr.com

Re: A/E Fee Proposal
Lee's Summit Airport (LXT), Hangar, FBO, and Flight School
Construction Phase Services

Tyler,

Wellner Architects, Inc., and our consultants Olsson Engineers, are pleased to provide this revised fee proposal for construction phase services for the new Hangar project at LXT. Our services will include architectural, MEP/FP/IT, Structural foundation and landscape. We understand the approximate project cost is \$17M, with \$13M attributable to the building (excludes civil).

Scope:

- A] Attend a pre-construction conference
- B] Review product shop drawings and material certification submittals as provided by the Contractor
- C] Attend bi-weekly construction progress meetings (28 meetings) 75% online
 - Arch: 28
 - MEP: 14
 - Struct: 14
 - Landscape: 2
- D] Inspection shall be limited to Special Inspection services only:
 - 1] Coordinate Needed site visits by Special Inspections personnel to align with contractors' construction schedule
 - 2] Provide needed Codes special inspection reports as mandated by the City Building Code Authority.
- E] Respond to Contractor RFI's and field issues throughout the duration of the project. Include associated RFI log-in sheet (Assume 30 RFI's)
 - Arch: 25
 - MEP: 4
 - Struct: 4
 - Landscape: 1
- F] Issue Request for Proposals, (RFP's), Supplementary Design Instructions (SDI's) and Work Change Directives (WCD's) as needed throughout the project. Include associated log-in sheets for each category. (Assume 30 total combined RFP/SDI/WCD's)
 - Arch: 25
 - MEP: 4
 - Struct: 4
 - Landscape: 1

- G] Review Change Orders and cost change pricing necessary for construction of the project. Include an associated change order recommendation letter. (Assume 8 Change Orders)
 Arch: 8
 MEP: 2
 Struct: 2
 Landscape: 0
- H] Review & coordinate contractor pay applications with the City (Assume 14 Pay Applications)
- I] Provide close-out services. Include the following:

Complete Project:

- 1] Attend Punchlist Inspection Meeting, issue associated punch list
- 2] Attend Follow-Up from Inspection meeting to verify corrected deficiencies from punch-list (Assume 2 follow-up meetings)
- 3] Attend Final Inspection meeting

Closeout Documentation:

- 1] Convert City-prepared record drawings into Autocad Prepare and submit to the City one (1) electronic set of record drawings on a compact disc (CD) in .pdf & CAD formats per CAD Standards. Include one hard copy that is directly scalable.

Fee:

We propose a lump sum fee of \$356,307.00.

LXT: Lee's Summit Airport Hangar #2: Construction Phase Services	Person Hours									Total Fee
	FBO and Hangar				Flight School					
1/31/2024, revised 2/7/24	Project Manager	Project Architect	Designer	Interior Designer	Project Architect	Designer	Interior Designer	Support	Total Hours	
Construction Administration - 12 months										
Review Submittals	4	70	46	24	30	24	20		218	\$ 35,032.00
Respond up to 30 RFIs	4	130	92	44	30	8	20		328	\$ 52,872.00
Issue PRs, ASIs, WCDs up to 30	4	130	92	44	30	8	20		328	\$ 52,872.00
Pay Application Site Observation (16 visits)		40		24	8				72	\$ 11,640.00
Process Pay Application		16			4				20	\$ 3,520.00
Progress Meetings x 28 (75% online)	8	50		25	20		10		113	\$ 18,575.00
Substantial Completion walk-thru and punch list	4	16	16	8	8	8	8		68	\$ 10,848.00
Close-out	4	40	20		12	12	8	8	104	\$ 16,624.00
Administration	30			8			0	16	54	\$ 8,424.00
Subtotal CA Arch hours and fee	58	492	266	177	142	60	86	24	1147	\$ 210,407.00
Totals										
Architecture	\$11,600.00	\$86,592.00	\$40,964.00	\$23,541.00	\$24,992.00	\$ 9,240.00	\$11,438.00	\$2,040.00		\$210,407.00
Sub Total Architecture	\$ 164,737.00				\$ 45,670.00					
MEP, FP, IT	\$ 29,040.00				\$ 7,260.00					\$36,300.00
Structural Engineering	\$ 20,880.00				\$ 5,220.00					\$26,100.00
Landscape Design	\$ 1,500.00				\$ -					\$1,500.00
Special Inspections and Mtl Testing	\$ 59,000.00									\$59,000.00
Contingency	\$ 15,000.00				\$ 5,000.00					\$20,000.00
Expenses - WAI	\$ 1,200.00				\$ 300.00					\$1,500.00
Expensees - Olsson	\$ 1,200.00				\$ 300.00					\$1,500.00
Total	\$ 292,557.00				\$ 63,750.00					\$356,307.00

Submitted by:

Julie Wellner, AIA
 Wellner Architects, Inc.
jwellner@wellner.com

