MODIFICATION NO. 6 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 _____, 2017, 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, 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. 6, 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 Northwest T-Hangar and Taxilane Development – Phase 1:

This project shall include the design of bidding documents for two new multi-unit pre-engineered T-hangar buildings and a single new T-hangar taxilane to be located on the northwest side of the Lee's Summit Municipal Airport utilizing the existing taxilane for access to one side of the two new buildings. The project shall include the design of pavements to connect the existing taxilane to one side of each of the new buildings and a new taxilane to provide access to the opposite side of one of the buildings. The scope shall not include the design of a new taxilane to access the second side of the second building. The scope of services for this work shall include:

- Topographic survey
- Geotechnical report for the purpose of designing the taxilane pavements and providing information to the pre-manufactured building manufactures for the purpose of foundation design.
- The development of bidding documents for the procurement of two pre-manufactured t-hangar buildings. Design shall include building layout, elevations, electrical service and performance requirements. This scope does not include the actual building design including foundations, actual sealed design drawings will be required by the contractor.
- Design of all pavements described above including pavement design, typical sections, grades, and material specification.
- Development of a Construction Safety and Phasing Plan meeting the requirements of FAA AC 150/5370-2F.
- Submittal of 7460 Airspace reviews to FAA for the new buildings.
- Grading and erosion control
- Biding phase services including attendance at a pre-bid meeting, responding to questions and bid review and recommendation.

Submittals include:

- 30% Preliminary Design Report (letter format)
- 95% Pre-final Contract Documents
- 100% Final Bidding Documents
- Final Design Report (letter format)

This scope does not include construction phase services, these services may be added later via an additional modification to the on-call agreement.

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. 6 with a Not to Exceed Maximum Payment of $58,630. 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. 6 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 _____, 2017.

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:

_____