

**MODIFICATION NO. 9 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**, 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 XXX XX, 2017; 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. 9, 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 Construction Phase of Northwest Quadrant T-Hangar Development – Phase 1:

This project shall include:

1. Preliminary
  - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
  - b. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
2. Provide construction administration, on-site construction observation, and material(s) testing:
  - a. Provide construction observation services, including preparation of weekly reports and other reports to document the prosecution and progress of the Project.
  - b. Review shop drawings and material certification submittals as provided by the Contractor.
  - c. Perform material(s) testing (field and laboratory) as required by the specifications.
  - d. Respond to field issues throughout the duration of the project.
  - e. Prepare Contractor's progress estimates.
  - f. Prepare change orders and supplemental agreements necessary for construction of the project.
  - g. Attend and conduct a final review of the Project with the Sponsor and the Contractor
3. Project Closeout Phase
  - a. Prepare and submit to the Sponsor one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.
  - b. Prepare and submit to the Sponsor a Final Testing Report.

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. 9 with a Not to Exceed Maximum Payment of \$92,093. 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. 9 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

ATTEST:

\_\_\_\_\_

