

**MODIFICATION NO. 1 TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES DATED FEBRUARY 24, 2017  
FOR COMMERCE DRIVE IMPROVEMENTS (RFQ NO. 2017-305B)**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Walter P. Moore and Associates, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated February 24, 2017 for professional engineering services for the Commerce Drive Improvements (hereinafter "Project"); and

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

**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 BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Article I of the Base Agreement is hereby amended as follows:

**PHASE 4. CONSTRUCTION PHASE SERVICES**

**4.01. Submittal Review.**

A. Provide review and recommendation of No Exceptions Taken/Exceptions Noted/Revise and Resubmit/Submit Specified Item(s) for the following submittals as identified in the NW Commerce Drive Project Manual Section 01116 Submittal Checklist:

- Preliminary Matters: Preliminary Progress Schedule and Preliminary Schedule of Submittals
- Curb and Gutter: Concrete, Curing Compound, Dowel Bars and Expansion Material
- Fence: Fence Material

- Landscaping: Fertilizer, Mulch, Plantings, Seed, Sod and Turf Reinforcement Mat
- Miscellaneous: Anchor Bolts (not signal or lighting), Epoxy, Geotextile, Grout and Traffic Control Plan
- Pavement - Asphalt: Surface Course
- Pavement – Concrete: Concrete, Curing Compound, Expansion Material, Joint Layout, Joint Sealer and Reinforcing Steel
- Ramps: Detectable Warning Surface, Concrete, Curing Compound, Dowel Bars and Expansion Material
- Rip Rap: Rip Rap
- Sanitary Sewer: Encasement, Fittings, Manhole – Pre Cast, Pipe, Ring and Lid Assembly, Steps and Wye
- Sidewalk: Concrete, Curing Compound, Dowel Bars and Expansion Material
- Signs (Permanent): Anchors, Banding, Brackets, Posts, Sleeves, Sign Blanks, Sign Sheeting and Signs
- Storm Sewers: Concrete, End Section, Pipe, Pipe Joint Material, Reinforcing Steel, Ring and Lid Assembly, Steps and Structures
- Street Lights: Conduit and Pull Boxes
- Subgrade: Drainable Base, Fly Ash Stabilization, Lime Stabilization, MoDOT Base Courses, Underdrain Filter Fabric and Underdrain Pipe

Recommendations of No Exceptions Taken/Exceptions Noted/Revise and Resubmit/Submit Specified Item(s) will be communicated in PDF format via email to the City and an explanation of denial or modification needed will be included.

**4.02. Provide As-Built Plans.**

- A. The Engineer will review, approve, or deny contractor requested changes to the contract drawings as provided by the City and/or Contractor and make revisions to the original drawings as needed. Revised drawings will be provided in PDF format for use by the City.

**ARTICLE II  
OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER**

Article II of the Base Agreement is hereby amended as follows:

The City has chosen to exercise Optional Service No. 1, NW Commerce Sidewalk Extension.

Optional Service No. 2, Property Appraisal and Acquisition, will not be completed by the Engineer.

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement is hereby amended to provide additional compensation to Engineer as follows:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I of this Modification No.1 shall not exceed the total sum of Twelve Thousand One Hundred Sixty Dollars (\$12,160.00). The maximum not to exceed fees (hourly fees and expenses) by project phase is hereby amended to the amounts set forth in subsection C. below. The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of One Hundred Twenty Eight Thousand Twenty Dollars (\$128,020.00).
- B. The total fees (hourly fees and expenses) for Article II Optional Services shall not exceed Twenty Thousand Ninety Dollars (\$20,090.00).
- C. The amended total not to exceed amount for the Basic Services, including Optional Services, is One Hundred Forty Eight Thousand One Hundred Ten Dollars (\$148,110.00).

**ARTICLE V  
COMPLETION TIME**

The Basic Services shall be completed in accordance with the following schedule:

- The basic services will be considered complete two (2) weeks after the conclusion of construction which is anticipated to be 180 calendar days after the date the construction contract time commences.

**ARTICLE VIII  
ALL OTHER TERMS REMAIN IN EFFECT**

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

THIS MODIFICATION NO. 1 TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

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

**CITY OF LEE'S SUMMIT**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Yendes, Chief Council I & P

**ENGINEER:**

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_