

**MODIFICATION NO. 1 TO AGREEMENT
DATED 03/16/2017 (RFQ NO. 196-31583)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR WINTERSET WOODS & STERLING HILLS TRUNK SEWER MAIN**

THIS MODIFICATION TO AGREEMENT made and entered into this _____ day of _____, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City") and Burns & McDonnell Engineering Co., Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated 03/16/2017 (RFP No. 196-31583) for professional engineering services for Winterset Woods & Sterling Hills Trunk Sewer Main (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer desire to amend the 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.

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:

F. CONSTRUCTION ADMINISTRATION

1. Manage and administer project and allocate resources to complete the project within schedule and budget limitations. Prepare and submit a monthly invoice and progress report. Each invoice shall include the purchase order number, project number, unit rates/prices, and extended totals. The progress reports shall include an updated schedule, summary of work completed, outstanding project issues, potential scope adjustments, and a comparison of work completed compared against the budgeted amount.
2. Assist City in conducting a pre-construction conference with the Contractor and all interested parties. Invite affected utilities, Winterset Homeowners Association Property Manager, and John Knox Village Head of Grounds to attend the conference. Assist the City with agenda and sign-in sheet preparation. Prepare minutes of the conference and distribute to attendees.
3. Attend monthly progress meetings with the Contractor and City. Prepare meeting minutes and distribute to attendees. Eight progress meetings are anticipated.

4. Coordinate information between and respond to inquiries from the City Resident Project Representative (RPR), Contractor, and City relative to the interpretation of the Contract Documents and other matters concerning construction. Provide assistance in resolution of disputes regarding interpretation of the Contract Drawings and Project Manual.
5. Review shop drawings, samples, construction schedule, test results and other submittals that the Contractor is required to submit in accordance with the Contract Documents, specifically Section 01116 Submittal Checklist of the Project Manual. Costs associated with review of third and subsequent submittals and substitutions are not included in this scope of services and shall be compensated for as additional services.
6. Prepare supplementary drawings and specifications as needed for clarification or amplification of the Contract Drawings. Other design changes are excluded from the scope of this task and shall be compensated for as additional services.
7. Perform one site visit to review streambank stabilization and restoration requirements and locations with the City and Contractor and one site visit to review substantially complete streambank stabilization and restoration work completed by the Contractor.
8. In accordance with the General Conditions of the Project Manual, coordinate and conduct an initial inspection, in the company of the City and the Contractor, to determine if the project is substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
9. In accordance with the General Conditions of the Project Manual, coordinate and conduct an inspection, in the company of the City and the Contractor, to verify that the remaining items are completed and corrected and the project is fully complete. Provide the Engineer's certification of project completion.

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 above shall not exceed the total sum of forty-eight thousand four hundred thirty-six dollars and no cents (\$48,436.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of two hundred fifty-two thousand four hundred sixty-eight dollars and no cents (\$252,468.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is two hundred fifty-five thousand six hundred sixty-eight dollars and no cents (\$255,668.00).

ARTICLE V COMPLETION TIME

Paragraph E. of Article V of the Base Agreement is amended to read as follows:

Construction Administration Services – 270 calendar days commencing at the City's Contractor's Notice to Proceed date.

**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 Modification to Agreement to be executed on the _____ day of _____, 2018.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Counsel of Infrastructure and Planning

ENGINEER

BY: _____
TITLE: _____

ATTEST:

BY: _____
TITLE: _____