

**MODIFICATION NO. 2 TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE EAST FORK OF LITTLE BLUE WATERSHED STORMWATER PROJECT  
(SOLE SOURCE)**

**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 Allgeier, Martin & Associates, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement for Professional Engineering Services for the East Fork of Little Blue Watershed Stormwater Project (Sole Source) dated February 23, 2021 (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 SERVICES TO BE PROVIDED BY THE ENGINEER**

Article I of the Base Agreement is hereby amended to also include the following professional engineering services to City by Engineer ("Basic Services"):

Due to conflicts with the proposed stormwater design for this project, ENGINEER shall perform professional design services to develop water line relocation plans as a part of the EFLB Area 2 Stormwater Project. ENGINEER will coordinate with City on developing an acceptable water line relocation plan, which will include needed fittings – bends and tees, valves, and, water service lines. Relocation plans will include necessary pavement replacement. On the basis of the accepted design documents and the opinion of probable project cost, prepare for incorporation in the contract documents, final drawings and Job Special Provisions to show the character and extent of the Project as a part of the Stormwater Project. Easement writing services for the project, which will include permanent and temporary construction easement exhibits, as well as written descriptions, is also included. Bidding and construction phase services for the water line relocation will be included as part of the Stormwater Project.

**ARTICLE IV**

## **PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement, as amended, 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. 2, above shall not exceed the total sum of Twenty-nine Thousand Dollars (\$29,000). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Six Hundred and Thirty-Five Thousand Dollars (\$635,000).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Six Hundred Fifty-Three Thousand Dollars (\$653,000).

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

All other terms of the Base Agreement not amended by this Modification No. 2 to Agreement shall remain in full force and effect.

This Modification No. 2 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

**CITY OF LEE'S SUMMIT, MISSOURI**

\_\_\_\_\_  
Mark Dunning, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk Trisha Fowler Arcuri


APPROVED AS TO FORM:

\_\_\_\_\_  
Office of City Attorney

**ALLGEIER, MARTIN & ASSOCIATES, INC.**

  
\_\_\_\_\_  
Kurt Higgins, P.E., Sr. Vice President

ATTEST:

  
\_\_\_\_\_  
Chris Erisman, P.E., First Vice President