

**MODIFICATION NO. 1 TO AGREEMENT
DATED FEBRUARY 5, 2017 (RFQ NO. 2017-305A)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR GATEWAY DRIVE IMPROVEMENTS**

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 Garver, LLC (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated February 5, 2017 (RFQ No. 2017-305A) for professional engineering services for Gateway Drive Improvements (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, as amended, is hereby amended as follows:

SECTION 1.9 – Bidding/Construction Phase Services

Section 1.9 of the original agreement is hereby amended as follows:

4. Provide review and recommendation of Approved/Not Approved/Modification Required for the following submittals as identified in the Gateway Drive Project Manual Section 01116 Submittal Checklist:

- Preliminary Matters: Preliminary Progress Schedule
- Preliminary Matters: Preliminary Schedule of Submittals
- Landscaping: Turf Reinforcement Mat
- Miscellaneous: Anchor Bolts (not signal or lighting)
- Miscellaneous: Epoxy
- Miscellaneous: Geotextile
- Miscellaneous: Grout
- Miscellaneous: Handrail
- Miscellaneous: Monument Box

- Retaining Walls: Aggregate
- Retaining Walls: Block or Stone
- Retaining Walls: Concrete
- Retaining Walls: Curing Compound
- Retaining Walls: Wall Design
- Storm Sewers: Structures

Recommendation of Approved/Not Approved/Modification Required will be communicated in PDF format via email to City and an explanation of denial or modification needed will be included.

5. Provide As-Built Plans. 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.

SECTION 1.10 – Project Deliverables

Section 1.10 of the original agreement is hereby amended as follows:

11. One copy in PDF format of each submittal item response as detailed in Section 1.9, Item 4.

SECTION 1.11 – Schedule

Section 1.11 of the original agreement is hereby amended as follows:

<u>Phase Description</u>	<u>Deliverable Date</u>
Construction Submittals	
Schedule/MSE Wall Design/Structures	One Calendar Week per Submittal
Remaining Items	Three Calendar days per Submittal

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

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

Article II of the Base Agreement is removed from the contract.

**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. 1, above shall not exceed the total sum of Eighteen Thousand Nine Hundred Twenty Two Dollars (\$18,922.00). 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 Two Hundred Twenty Four Dollars (\$128,224.00).
- B. Article II Optional Services are no longer being provided by Engineer. The total fees for the Optional Services shall be Zero Dollars (\$0.00).
- C. The amended total not to exceed amount for the Basic Services is One Hundred Twenty Eight Thousand Two Hundred Twenty Four Dollars (\$128,224.00).

**ARTICLE V
COMPLETION TIME**

Article V of the Base Agreement, as amended, is hereby amended as follows:

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

- The basic services will be considered complete at the conclusion of construction which is anticipated to be 210 calendar days after the date the contract time commences.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**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.

The remainder of this page is intentionally left blank.

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 _____, 20____.

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:
