

**MODIFICATION NO. 6 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES FOR
COLBERN ROAD IMPROVEMENTS FROM M350 TO DOUGLAS STREET
(RFQ NO. 569-32272)**

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 2023, 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 for Professional Engineering Services for Colbern Road Improvements from M350 to Douglas Street (RFQ No. 569-32272) dated February 14th, 2019 (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated October 18, 2019; Modification No. 2 dated March 27, 2020; Modification No. 3 dated July 27, 2020; Modification No. 4 dated September 10, 2020; and Modification No. 5 dated June 16, 2021; and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement, as amended, 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 amended, 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 2.0 Bidding/Construction Phase Services

The following scope of services will be added to the contract.

1. Attend the Contractor/City/MoDOT additional Preconstruction Meetings
 - Provide utility Coordination until pre-construction meeting (Contractor then takes responsibility)
2. Construction Progress Meetings

Engineer will attend forty (40) construction progress meetings (bi-weekly or monthly) as requested by the City.

3. Construction inspection for Bridge over Little Cedar Creek and UPRR. Attend the Contractor/City/MoDOT additional Preconstruction Meetings.

4. Labor inflation due to the time since Modification 5 was submitted.

5. EXCLUDED SERVICES:

- UPRR Agreements and permits that contractor allows to expire and needs to be renewed.
- UPRR Construction Coordination
- Utility Coordination after pre-construction meeting
- Street Lights – Site visits or resolving field issues.
- Payroll certifications of Contractor payrolls.
- Construction Progress Meetings beyond 40 meetings for design staff.
- Meeting minutes.

**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. 6 above shall not exceed the total sum of One Hundred and Seven Thousand and Thirty Six Dollars (\$107,036.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Two Million One Hundred Forty Thousand and Six Hundred and Thirty Four Dollars (\$2,140,634.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services Two Million Two Hundred and Nineteen Thousand and Thirty Four Dollars (\$2,219,034.00).

**ARTICLE V
COMPLETION TIME**

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

The additional Title II services which include scope items 2.1 through 2.3 shall be completed within the duration of the construction project which is anticipated to commence in April 2023 and be complete by December 2024.

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

All other terms of the Base Agreement, as amended, not amended by this Modification No. 6 to Agreement shall remain in full force and effect.

This Modification No. 6 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 _____, 2023.

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

GARVER, LLC

Frank Blakemore

BY: Frank Blakemore

TITLE: Senior Project Manager

ATTEST:

Rachel E. Henkhous