

**MODIFICATION NO. 4 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"):

The City, after reviewing preliminary plans and providing direction to the Engineer, became aware of significant water main relocation costs and private utility conflicts. The City requests the Engineer make revisions to the Area 3 Final Plans and Contract Documents related to moving the proposed storm sewer under the roadways to avoid utility relocations, relocating private water line within the proposed detention basin, and other miscellaneous items. City also desires to have Engineer provide record drawings of Area 3 and 4 detention basins to confirm basins are graded per the approved plans. Services will include:

- Revise the final plans to locate storm sewers within the street and utilize modified inlets to reduce utility impacts and relocations. This change impacts most drawings as well as the quantities and cost estimate for Area 3
- Revise final plans for private water line relocation near Area 3 detention such that the water line stays within the proposed detention basin. Quantities shall be changed accordingly.
- Revise Contract Documents to reflect the revisions to final plans.
- Provide topographic survey of Area 3 and 4 detention basins after construction contractor says grading is complete. This will require a minimum of two trips since these will be constructed at different times, and may require a third trip if grading does not

meet the approved plans. Engineer will provide written certification to the City the detention basins were substantially completed according to the approved drawings.

**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. 4, above shall not exceed the total sum of Forty-Six Thousand Six Hundred Twelve Dollars (\$46,612). The total fees (hourly fees and expenses) for the Basic Services are hereby amended and shall not exceed the total sum of Nine Hundred Fifty-Seven Thousand Two Hundred Twelve Dollars (\$957,212).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Nine Hundred Seventy-Five Thousand Two Hundred Twelve Dollars (\$975,212).

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

All other terms of the Base Agreement not amended by this Modification No. 4 to Agreement shall remain in full force and effect.

This Modification No. 4 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, 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