

Exhibit A

MODIFICATION NO. 7 TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PRYOR ROAD IMPROVEMENTS FROM LONGVIEW ROAD TO HOOK ROAD (RFQ NO. 2020-046)

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 GFT Infrastructure, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement for Professional Engineering Services for Pryor Road Improvements from Longview Road to Hook Road (RFQ No. 2020-046) dated April 28, 2020 (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated April 22, 2021, to design for a water main extension along Pryor Road from Scherer Road to Longview Road; and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 2 dated October 19, 2021, to design for a water main relocation, develop a landscaping plan, establish existing rights-of-way, easements, and lots, and stake the centerline of Pryor Road Improvements; and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 3 dated April 14, 2023, to design for a traffic signal at the intersection of Eagle View Drive and Pryor Road; and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 4 dated May 17, 2024, to incorporate changes to the plans resulting from right-of-way negotiations, potholing of 30" water main, and relocations associated with the proposed Mouse Creek Tunnel; and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 5 dated June 27, 2024, to design for the Mouse Creek Trail underpass of Pryor Road; and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 6 dated December 17, 2024, to provide construction administration services for the Pryor Road project; and

WHEREAS, City and Engineer desire to further 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 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 to also include the services contained in *Exhibit A*, attached hereto and incorporated herein by reference.

**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. 7, above shall not exceed the total sum of Eighty Three Thousand, One Hundred and Twenty-Four Dollars (\$83,124.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of One Million, Eight Hundred Twenty-One Thousand, Five Hundred and Twenty Dollars (\$1,821,520.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is One Million, Eight Hundred Twenty-One Thousand, Five Hundred and Twenty Dollars (\$1,821,520.00).

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

All other terms of the Base Agreement, as amended, not amended by this Modification No. 7 to Agreement shall remain in full force and effect.

This Modification No. 7 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

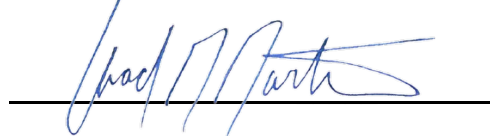
GFT Infrastructure, Inc.



BY: Adam Stodola, PE

TITLE: Vice President

ATTEST:





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**PROPOSAL RELATING TO
CONTRACT AMENDMENT 7 – CONSTRUCTION ADMINISTRATION
PRYOR ROAD, MOUSE CREEK TUNNEL
LEE’S SUMMIT, MISSOURI**

The following Scope of Services describes the Design Professional’s additional services for the following items in conjunction with the Pryor Road, Mouse Creek Tunnel, (City Project No. #105A) improvements project for the City of Lee’s Summit Public Works Department (“City”). Upon receipt and execution of Modification 7, these services would be incorporated into the agreement dated April 28, 2020. All other terms and conditions set forth in the original agreement as amended remain in full force.

Amendment Scope:

Construction administration to support the City’s full-time inspection of the project.

SCOPE

1. Construction Administration
 - a. Each week, attend the City’s construction status meetings on-line. Maximum of 40 hours, which is based on one lead staff attending up to 30 total meetings, with time allotted for a few additional staff to attend meetings specific to their specialty.
 - b. Attend city coordinator meetings, conducted by the city staff, as needed. Maximum of 24 hours, which is based on two lead staff attending up to 4 total meetings, with time allotted for a few additional staff to attend meetings specific to their specialty.
 - c. Conduct impromptu field visits, as requested by the City, to review construction related issues or to meet with project stakeholders. Maximum of 48 hours, which is based on two lead staff attending up to 5 total meetings, each lasting an average of 3 hours.
2. Construction Submittals
 - a. Review shop drawings, other construction submittals, and all submittals for Buy America Requirements within 10 business days of receipt by GFT. Submittals will be loaded into DocExpress by Contractor and GFT will need to access and comment utilizing DocExpress. Maximum of 124 hours are included.
3. Contractor’s Requests
 - a. Assist the City with responding to Requests for Information (RFI’s) from the Contractor. Maximum of 106 hours are included.
 - b. Assist the City with reviewing Contractor submitted Change Orders. Maximum of 42 hours are included.

ASSUMPTIONS

The following tasks are not included in this scope, but may be added as an Additional Service:

1. Construction inspections; periodic, part-time or full-time.
2. Payroll and Wage Rate services

3. Construction testing.
4. Environmental reviews, investigations, permitting and clearances.
5. SWPPP management and stormwater compliance reviews.
6. Surveying or right-of-way and construction staking.
7. Property acquisition services.

END OF SCOPE OF SERVICES

SUMMARY OF FEE

[illegible]