

**MODIFICATION NO. 3 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 desires to have Engineer provide construction services throughout the construction of Areas 2, 3 and 4. These areas will be bid as one project and awarded to one contractor. Services will include:

- Pre-construction conference with the City and Contractor facilitated by the City.
- Be available for discussions and consultation services to the City's project manager and Contractor during the duration of the construction phase. Construction observation will be the responsibility of the City.
- Review and approve shop drawings as required by the construction documents.
- Provide written responses to Requests for Information (RFIs) from the contractor and prepare plan revisions as necessitated by conditions encountered in the field during construction except for traffic control plans.
- Attend a portion of the construction progress meetings when requested by the City (Assume 2 for each area)
- Attend substantial completion walk-through and assist the City in preparing punch list of items remaining to be completed by the Contractor.

- Prepare final record drawings based on redline drawings provided by the City's project manager and change orders. Record drawings will be provided to the City in PDF format and AutoCAD files if requested.

The City also requests the Engineer make revisions to the Area 2 Final Plans and Contract Documents related to the replacement of property owner fences not located on property lines.

The City also desires to have Engineer provide services for Phase 3 & 4 Water and Sewer Relocation Plans.

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. 3, above shall not exceed the total sum of Two Hundred Seventy-Five Thousand Six Hundred Dollars (\$275,600). The total fees (hourly fees and expenses) for the Basic Services are hereby amended and shall not exceed the total sum of Nine Hundred Ten Thousand Six Hundred Dollars (\$910,600).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Nine Hundred Twenty-Eight Thousand Six Hundred Dollars (\$928,600).
- C. An updated Rate Schedule has been attached due to the contract extending past 2023.

ARTICLE VIII ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement not amended by this Modification No. 3 to Agreement shall remain in full force and effect.

This Modification No. 3 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

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

<u>Classification</u>	<u>Hourly Billing Rate</u>		
	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	\$279	\$289	\$302
Principal/Engineer V	\$248	\$257	\$269
Principal/Engineer IV	\$225	\$233	\$243
Principal/Engineer III	\$207	\$215	\$224
Project Manager/Engineer II	\$184	\$190	\$199
Project Manager/Engineer I	\$167	\$173	\$181
Technician IV	\$152	\$157	\$164
Technician III/GIS Specialist	\$152	\$157	\$164
Technician III	\$129	\$133	\$139
Technician II	\$115	\$119	\$125
Technician I	\$109	\$112	\$118
Two-Man GPS Survey Crew	\$213	\$220	\$230
One-Man GPS Survey Crew	\$167	\$173	\$181
Three-Man Survey Crew	\$232	\$240	\$251
Two-Man Survey Crew	\$184	\$190	\$199
Registered Land Surveyor II	\$196	\$203	\$212
Registered Land Surveyor I	\$173	\$179	\$187
Survey Crew Member	\$88	\$91	\$95
Right of Way Specialist	\$134	\$139	\$145
Project Representative III	\$129	\$133	\$139
Project Representative II	\$115	\$119	\$125
Project Representative I	\$106	\$110	\$115
Secretary/Assistant	\$88	\$91	\$95
Print Specialist	\$88	\$91	\$95

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

NON-LABOR RATES

<u>Item</u>	<u>Rate</u>
Travel	\$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2