

**MODIFICATION NO. 1 TO AGREEMENT
FOR PROFESSIONAL ARCHITECTURAL SERVICES
FOR FIRE STATION 1 RENOVATION OR REPLACEMENT
(RFQ No. 2024-14)**

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of August, 2024, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and WSKF (hereinafter "Architect").

WITNESSETH:

WHEREAS, City and Architect entered into an Agreement for Professional Architectural Services for Fire Station 1 (RFQ No. 2024-14) dated December 21, 2023 (hereinafter "Base Agreement"); and

WHEREAS, City and Architect desire to amend the provisions of the Base Agreement as provided herein; and

WHEREAS, Architect has submitted a proposal for the amended architectural services and an estimate of architectural costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contracts providing for professional architectural 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 ARCHITECT**

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.

Architect shall provide professional services for a site feasibility study as identified in Exhibit A, attached hereto and incorporated by reference. If any of the terms in Exhibit A contradict or conflict with the terms of this agreement, the terms of this agreement shall control.

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

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

not applicable

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

Article III of the Base Agreement, as amended, is hereby amended and shall read as follows:

not applicable

**ARTICLE V
PAYMENTS TO THE ARCHITECT**

Article IV of the Base Agreement, as amended, is hereby amended to provide additional compensation to Architect as follows:

- A. The additional compensation to be paid to Architect for the amended Basic Services described in Article I of this Modification No. 1, above shall not exceed the total sum of Twenty-Seven Thousand Six Hundred Fifty Dollars (\$27,650.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Twenty-Seven Thousand Six Hundred Fifty Dollars (\$27,650.00).

**ARTICLE V
COMPLETION TIME**

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

Phase 1A – Site Feasibility Study: 6 months

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

All other terms of the Base Agreement, as amended, not amended by this Modification No.1 to Agreement shall remain in full force and effect.

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 Architect.

IN WITNESS WHEREOF, the parties have caused this Modification to Agreement to be executed on the ____ day of August, 2024.

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

ARCHITECT

WSKF, Inc.

BY: *Nataly Novak*

TITLE: Principal

ATTEST:
