

EXHIBIT 1 TO ORDINANCE

**MODIFICATION NO. 1 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 River 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"):

1.1 General

1.1.1 ENGINEER shall perform professional design, preparation of easement descriptions for property acquisition, and assist the City with bidding phase services as hereinafter stated which include customary civil engineering services for the following three projects identified in the Preliminary Engineering Report dated October 27, 2021: 1) Area 2- Vista Del Verde (DWG 2), 2) Area 3- NE Langsford Rd/SE Todd George Pkwy (DWG 3B)- w/ Regional Detention, and 3) Area 4- SE Winburn Trail (DWG 4D)- Timber Creek w/ Regional Detention.

1.1.2 Coordinate the design, and construction of improvements for the three stormwater projects mentioned above with the City.

1.1.3 In general, the Project consists of the following:

EXHIBIT 1 TO ORDINANCE

1.1.3.1 Project area boundaries and conceptual designs are those as shown on Drawings 2, 3B, and 4D of the Preliminary Engineering Report dated October 27, 2021 (PER).

1.1.3.2 Design for each of the three projects shall generally follow the recommendations of the PER.

1.1.3.3 Assisting the City with bidding.

1.1.3.4 Right-of-Way/Easement Writing services for the projects, which will include permanent and temporary construction easement exhibits, as well as written descriptions.

1.1.3.5 Secure necessary environmental permits for the project. Correspond with FEMA, USACE and MDNR for construction and necessary permits, including preparation of SWPPP's. Cost of permits, if any, to be paid by the City.

1.2 Design Phases.

ENGINEER shall provide the following design services for the project, as follows:

1.2.1 Conduct topographic and boundary surveys to the extent necessary for design of the project facilities.

1.2.2 Conduct research and investigation into existing utilities located within the project boundaries. Engineer shall:

1.2.2.1 Make notification to utilities during design process. Notification to be made in a specific, documentable format.

1.2.2.2 If determined necessary after preliminary review of potential utility conflicts and consultation with the City, a plan shall be prepared and presented for the City to review. Said plan shall detail significant utility conflicts and proposed pothole locations and associated costs for verifying existing utilities. An allowance has been included in Article II of this contract for these services.

1.2.2.3 Submit a utility report, which is to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns.

1.2.3 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with City.

1.2.4 Based on the information contained in the preliminary design documents, submit to the City an opinion of probable project costs.

1.2.5. On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and Job Special Provisions to show the character and extent of the Project. Since the City has adopted and is familiar with the Kansas City APWA general specifications, the ENGINEER will provide the Job Special Provisions in a format that is compatible to the

EXHIBIT 1 TO ORDINANCE

City's contract documents, and the City will provide the Contract Documents and General Specifications.

1.2.6. Advise City of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.7. Assist the City in compiling for review and approval by City, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, easements and assist in the preparation of other related documents.

1.2.8. Furnish electronic and PDF digital files of the Plans, Job Special Provisions, Easements, and general information for use by the City.

1.3 Bidding Phase

Following approval of the design documents and acquisition of required easements by the City, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Attend and assist with answering contractor's questions arising from City's project pre-bid conference and development of addendum information that may be necessary as a result of pre-bid conference.

1.3.2 Assist City in opening and evaluating bids or proposals and provide a written award recommendation.

1.3.3 Assist with a project pre-construction conference.

ARTICLE II OPTIONAL SERVICES TO BE PROVIDED BY ENGINEER

Article II of the Base Agreement is hereby amended with the following list of additional services which will be furnished by Engineer, if needed by City, upon receipt of written authorization by the Director of Public Works ("Optional Services"):

2.1 Optional Services.

2.1.1 ENGINEER shall subcontract potholing services to locate utilities and geotechnical services during design phase if City and ENGINEER agree services are warranted. ENGINEER will invoice City actual cost plus 10% and an allowance of \$18,000 has been included in the contract for these services.

EXHIBIT 1 TO ORDINANCE

ARTICLE IV PAYMENTS TO THE ENGINEER

Article IV of the Base Agreement 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. 1 above shall not exceed the total sum of Four Hundred Forty-Eight Thousand Dollars (\$448,000). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Six Hundred and Six Thousand Dollars (\$606,000).
- B. The additional compensation to be paid to Engineer for the amended Optional Services described in Article II of this Modification No. 1 above shall not exceed the total sum of Eighteen Thousand Dollars (\$18,000).
- C. The amended total not to exceed amount for both the Basic Services and Optional Services is Six Hundred Twenty-Four Thousand Dollars (\$624,000).

ARTICLE VIII ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement 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 Engineer.

EXHIBIT 1 TO ORDINANCE

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

Stephen A. Arbo, 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