

EXHIBIT 1

**MODIFICATION NO. 2 TO AGREEMENT
DATED August 15, 2019 (RFQ NO. 543-32272D)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR STORMWATER IMPROVEMENTS – 5 LOCATIONS**

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 Burns & McDonnell Engineering Company, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated August 15, 2019 (RFQ No. 543-32272D) for professional engineering services for Stormwater Improvements – 5 Locations (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, as amended, is hereby amended as follows:

See ATTACHMENT A-2

**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. 2, above shall not exceed the total sum of Thirty-Nine Thousand Nine Hundred and Thirty Dollars (\$ 39,930.00). The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit A of the Base Agreement. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Two Hundred Forty-Six Thousand Five Hundred and Forty Dollars (\$ 246,540.00).

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

All other terms of the Base Agreement not amended by this Modification to Agreement shall remain in full force and effect.

This Modification No. 2 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

Stephen A. Arbo, City Manager

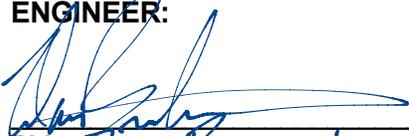
ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Nancy K. Yendes,
Chief Counsel of Infrastructure and Planning
Office of City Attorney

ENGINEER:



BY: David Brickman
TITLE: VICE PRESIDENT

ATTEST:

ATTACHMENT A-2

SCOPE OF WORK – AMENDMENT #2 CONSTRUCTION PHASE SERVICES

Engineer: Burns & McDonnell Engineering
Owner: City of Lee's Summit, Missouri
Project: Stormwater Improvements – 5 Locations

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services amendment. Subsequent paragraphs describe in detail the professional services to be provided by ENGINEER for construction phase service support for stormwater improvements at four (4) locations (Project) of the five (5) total locations evaluated.

A. The Project. The project includes construction of stormwater improvements with new storm sewer, green stormwater infrastructure, grading, and restoration for the following sites:

- 1) NE Maple Street between NE Douglas Street and NE Green Street;
- 2) SE Grand Avenue from SE 5th Street to 416 SE Grand Avenue;
- 3) 309 SE Bingham Drive; and
- 4) 208 SE Brentwood Drive between 304 SE Brentwood Drive and E Langsford Road.

B. Amendment Description. This amendment provides construction phase services for the four (4) projects listed in section I.A. It does not include onsite Resident Project Representative (RPR) services.

C. General Description of Activities. The Basic Scope of Work to be performed by ENGINEER consists of the following professional services:

1. Liaison with CITY and CONTRACTOR
2. Attendance of Pre-Construction Conference and Progress Meetings
3. Periodic Site Visits
4. Review Shop Drawings and Sample Submittals
5. Assist CITY with Evaluation of Field Orders, Work Change Directives, and Change Orders
6. Assist CITY with Substantial and Final Observation of the Work
7. Assist CITY with Project Closeout

D. Task Series Listing. This Basic Scope of Services is organized and amended under the following Task Series:

1. Task Series 100 – Project Management, Administration, & Meetings
2. Task Series 200 – No Changes
3. Task Series 300 – No Changes

4. Task Series 400 – No Changes
5. Task Series 500 – No Changes
6. Task Series 600 - Construction Office and Field Support Services

E. Responsibilities of CITY

1. The CITY's assigned project manager will coordinate communication and all activities with all CITY staff including other City Departments.
2. The CITY's project manager will communicate and coordinate with the CONTRACTOR and engage the ENGINEER as needed. CONTRACTOR will be instructed by the CITY to not contact the ENGINEER directly.
3. The CITY's assigned project manager will serve as the primary point of contact with the ENGINEER.
4. CITY will provide review of CONTRACTOR's schedules, including schedule of submittals, schedule of values, schedule of application for payment, and periodic updates of the construction schedule.
5. CITY shall be responsible for management, tracking, and storing of documentation associated with the Project within the City's document management system. CITY shall provide ENGINEER access to the document management system for review on construction submittals, inquiries, and changes in accordance with this scope of work. Additional purchase of software license by the ENGINEER or training of the ENGINEER on the software shall require an amendment to this contract.
6. CITY shall review and process progress payment applications submitted by the CONTRACTOR, and monitor CONTRACTOR's monthly progress schedule.
7. CITY shall be responsible for maintenance of the construction drawings markup documenting all changes made during construction including but not limited to Requests for Information, Change Orders, Work Change Directives, Field Orders, and field changes not otherwise documented.

F. Limits of Authority:

1. ENGINEER's visits to the Site and on-Site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth below.
2. Neither ENGINEER's authority or responsibility under this agreement or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
3. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws or Regulations applicable to the furnishing or

performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

4. Upon approval from CITY, ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.
5. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
6. ENGINEER's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, Bonds and certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.
7. The ENGINEER shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ENGINEER and its SUBCONSULTANTS. The CONTRACTOR shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.
8. The ENGINEER shall be responsible for generating and preparing written or electronic responses pertaining to request for information, work change directives, change orders, request for substitution and/or "or-equal", and adaptive design for the construction documents prepared by the ENGINEER. The CITY's project manager shall review and approve.
9. The limitations upon authority and responsibility set forth in this agreement shall also apply to ENGINEER's Consultants, Subconsultants, and assistants.

II. PROJECT MILESTONES

ENGINEER will generally complete the Task Series within the following calendar days. It is understood that the project milestones for this project will be determined by the CITY and the CONTRACTOR:

1. Task Series 200, 300, 400, & 500: no change to task schedule and milestones
2. Task Series 100 & 600: ENGINEER will provide professional services as described in the amendment for an additional 52 weeks, or 365 calendar days, from the notice to proceed. This will cover services throughout a 48-week construction period. An additional amendment will be required if the construction period extends beyond 48 weeks.

III. SCOPE OF WORK

The following Task Series describe the Scope of Work to be provided by ENGINEER for this Project.

TASK SERIES 100 - PROJECT MANAGEMENT, ADMINISTRATION, & MEETINGS

The purpose of this task is to manage, direct and oversee each element of the scope of work identified herein in completion of the Work. The following management activities will be provided by ENGINEER.

Task 101 Project Management & Administration Services

Provide project management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY staff; supervision and coordination of services; assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls. Prepare and submit monthly invoices on a form acceptable to the CITY

Task 102 NOT USED

Task 103 Property Owner Communication

ENGINEER shall participate in correspondence with property owners adjacent to the Work, facilitated by the CITY. ENGINEER shall be responsible for providing up to one (1) property owner correspondence, including narrative and figures related to PROJECT updates, for distribution. CITY will be responsible for distributing materials and facilitating meetings with property owners.

TASK SERIES 600 - CONSTRUCTION PHASE SERVICES (OFFICE & FIELD SUPPORT)

Task 601 Pre-Construction Conference

The ENGINEER shall attend one pre-construction conference with the CITY and CONTRACTOR to review the PROJECT communication, coordination and other procedures and discuss the CONTRACTOR's general work plan and requirements for the PROJECT. CITY shall facilitate the meeting, prepare meeting minutes, and distribute meeting minutes to all parties in attendance of the pre-construction conference.

Task 602 Periodic Site Visits & Green Infrastructure Construction Observation

ENGINEER will visit the site to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the PROJECT. As requested by the CITY, ENGINEER will be onsite during construction of critical green stormwater infrastructure components. CONTRACTOR shall notify the CITY ahead of all Work related to green stormwater infrastructure construction.

ENGINEER shall perform up to eight (8) periodic site visits to the PROJECT area, as directed or determined by the CITY, and to observe construction of green stormwater infrastructure components. Periodic site visits are in addition to site visits that coincide with progress meetings, the substantial completion inspection, and the final completion inspection.

Task 603 Construction Coordination and Requests for Information (RFIs)

Written communication with the CONTRACTOR, if needed, will be as authorized by the CITY's project manager. Any communication between the ENGINEER and the CONTRACTOR will be facilitated through the CITY project manager. Project decisions related to potential design modifications, construction schedule extensions, and contract price adjustments must be approved in writing from the CITY's project manager. The CITY's RPR will provide full-time inspection services for the PROJECT. The CITY's project manager and RPR will serve as the primary points of contact with the CONTRACTOR. The CITY's project manager will be responsible for coordinating with the ENGINEER regarding all construction related issues and will seek ENGINEER's approval and guidance on issues that deviate from the Contract Documents. The CITY's RPR will be responsible for coordinating directly with the CITY's project manager on other construction projects that may be in progress in the same area as this PROJECT.

ENGINEER will issue up to five (5) written clarifications or interpretations of the requirements of the drawings and specifications prepared by the ENGINEER as requested by the CITY. Written clarifications or interpretations as requested by the CITY's RPR will be issued within ten (10) business days of receipt by the ENGINEER. Written clarification or interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on CITY and CONTRACTOR. Interpretation of documents prepared by the CITY shall be performed by the CITY. ENGINEER's interpretations, responses to RFIs, and clarifications shall be limited to written communication, photo documentation, and of construction drawing markup as needed to provide clarification for requested information, and shall not include re-issuance of construction drawings. Re-issuance of construction drawings shall be addressed through the work change directive or change order process. ENGINEER's draft responses shall be provided to the CITY for review, approval and distribution of final version by the CITY to the CONTRACTOR, ENGINEER and RPR.

Task 604 Shop Drawings and Data Submittals

ENGINEER will receive, review, and provide response for a maximum of twenty-five (25) submittals related to green stormwater infrastructure and stormwater items, including re-submittals, or shop drawings, samples, and/or data submitted by the CONTRACTOR as required by the Construction Contract Documents. Green stormwater infrastructure and stormwater submittals shall be per Sections 2600, and 02937 thru 02957. ENGINEER's review and response will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The shop drawing review by the ENGINEER is not intended to relieve the CONTRACTOR from its responsibility for performance in accordance with the Contract Documents for construction. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. ENGINEER's review will be limited to information that is explicitly listed in the Contract Documents, and does not indicate a

thorough review of additional submitted information not specifically addressed in the drawings or specifications. ENGINEER will complete the review and respond to submittal items within fourteen (14) calendar days of receipt thereof for final approval.

Submittals review by ENGINEER exceeding maximum defined in this task will require an amendment. CITY will seek reimbursement from CONTRACTOR for additional submittal reviews performed by ENGINEER as specified in the Construction Contract Documents.

Task 605 Attend Progress Meetings

ENGINEER will attend a maximum of nine (9) progress meetings and coordination meetings conducted by the CONTRACTOR with CITY and other applicable representatives as requested by the CITY project manager. The purpose of the meetings will be to review and discuss progress of the Work and schedule, submittals, coordination, construction issues, and other matters concerning the PROJECT. The CONTRACTOR will be responsible for preparing the agenda and preparing and distributing the meeting notes.

Task 606 Assist in Evaluation of Change Order Requests

This task is not included in this scope of work. Assistance needed by the ENGINEER under this task shall require an amendment.

Task 607 Substantial Completion Observation

The ENGINEER shall assist the CITY in an observation at substantial completion for each of the four (4) project sites. ENGINEER shall assist the CITY in identifying punch list of deficiencies related to green stormwater infrastructure work. CITY shall be responsible for developing the punch list of deficiencies requiring completion or correction. CITY shall schedule the substantial Completion inspection and coordinate with ENGINEER for each respective project location inspection. ENGINEER will provide support for one (1) substantial completion observation per site for a total of four (4). CITY will be responsible for tracking the required milestones for each location as defined in the Contract Documents. The ENGINEER shall provide the CITY punch list items for the CITY's compilation into a comprehensive punch list. CITY will distribute and coordinate with the CONTRACTOR on punch list.

Task 608 Final Completion Observation

The ENGINEER shall assist the CITY in performance of a final observation of the Work to determine if punch list of deficiencies from Substantial Completion Inspection have been corrected. Final Completion observation shall be conducted as a single visit at the end of the construction period for the PROJECT in its entirety. CITY will coordinate with CONTRACTOR on resolution of all punch list items.

Task 609 Construction Record Drawings

Upon substantial completion and the CITY RPR's submittal of record drawing markups, ENGINEER will prepare construction record drawings showing record information based on the markups and other record documents furnished by the CITY's RPR that show changes to original drawings made during construction. ENGINEER is not responsible for any errors or omission in the information from others that is incorporated into the record drawings. ENGINEER shall

provide one full size paper copy and electronic version of CAD files and PDF scans of the full size drawings.

(End of Scope of Services)