

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 1498 PROJECT NO. 81000717
GREEN INFRASTRUCTURE DEMONSTRATION-PHASE II
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Patti Banks Associates LLC dba Vireo (Design Professional). The parties amend the Agreement entered into on August 1, 2018, as follows:

WHEREAS, City has previously entered into a contract dated August 1, 2018 in the amount of \$350,000.00 and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$120,000.00, to amend the total contract amount to \$470,000.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1 Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

- A. Delete Section 4, Subparagraph A, 1, 3, and 4 and replace with the following Section 4, Subparagraph A, 1, 3 and 4:
 - a. Delete Sec. 4, Subparagraph A and replace with the following Sec. 4, Subparagraph A: The maximum amount that City shall pay Design Professional under this Agreement is **\$470,000.00**, as follows:
 - b. Delete Sec. 4, Subparagraph 1 and replace with the following Sec. 4, Subparagraph 1: **\$239,307.00** for the services performed by Design Professional under this Agreement.
 - c. Delete Sec. 4, Subparagraph 3 and replace with the following Sec. 4, Subparagraph 3: Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed **\$159,660**. The following are the reimbursable expenses that City has approved; Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.

- d. Delete Sec. 4, Subparagraph 4 and replace with the following Sec. 4, Subparagraph 4: Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of **\$71,033.00** for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to preform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to the performed and a maximum billing limit for compensation that has been mutually agreed upon.
- B. Add Attachment C1-Engineering Fee Summary and Schedule of Position Classifications to Attachment C-Engineering Fee Summary and Schedule of Position Classification, attached herein.
- C. Delete Attachment A, Section II-Project Milestones, Paragraph A, parts 1-4, and replace with the following:
 1. Task Series 100 – Project management shall be completed by 3/30/2021.
 2. Task Series 600 – Construction Office and Field Support services shall be completed by 12/31/2020 for the Avenues of Life and VA Medical Center Projects, as anticipated to complete construction activities.
 3. Task Series 700 – Resident Project Representative Services shall be completed by 12/31/2020 for the Avenues of Life and VA Medical Center Project.
 4. Task Series 800 – Project Closeout shall be completed by 2/28/2021.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: Terry Leeds

Title: Director, Water Services Department

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)

ATTACHMENT C1

**ENGINEER FEE SUMMARY AND
SCHEDULE OF POSITION CLASSIFICATIONS**

Vireo

Classification	Salary/Hr.*
Principal	\$44.00 - \$65.00
Associate IV	\$31.00 - \$45.00
Associate III	\$24.00 - \$34.00
Associate II	\$20.00 - \$30.00
Associate I	\$18.00 - \$25.00
Technician I	\$15.00 - \$20.00
* The upper end of each range includes a 4% escalation to account for future raise cycle	