



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

City of Bel Aire, Kansas

Project No. 21T41278

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Bel Aire (Owner) and Garver, LLC (Garver), dated February 14th, 2023 referred to in the following paragraphs as the "Agreement."

This Amendment adds professional services to the 45th St N from Oliver to Woodlawn project.

The Agreement is hereby modified as follows:

1. The scope of Services is amended as described below and in accordance with Section 4.1 of the Agreement.
 - a. Garver shall prepare design plans for the replacement of existing water mains in 45th Street North and Oliver with 8" and 12" mains as indicated in Exhibit A.
 - i. Design the replacement of the 8" main in Hillcrest from 45th St N to 47th St N as an add/alternate to the project.
 - b. Coordination with Utility companies.
 - i. Garver to coordinate hydroexcavation locations and schedule with provider.
 - ii. City of Bel Aire to pay hydroexcavation fees directly to a 3rd party provider of services.
 - iii. Garver to provide elevations of located utilities in plans.
 - iv. Garver to conduct one utility coordination meeting with utility companies specific to the water main prior to submittal of plans.
 - c. Garver will provide a preliminary traffic control plan for guidance to contractors.
 - i. Contractors shall provide a final traffic control plan based on their schedule and proposed installation methods.
 - d. Garver will provide plans to KDHE for review.
 - e. Garver will prepare an NOI for the proposed work.
 - f. Project Bidding
 - i. Garver will provide quantities for bidding
 - ii. Garver will assist in the preparation of bid documents for the project.
 - iii. Garver will attend bid letting and prepare bid tabulations for project.
 - g. Garver will review construction submittals for the project.
 - h. Construction Support Services (hourly estimate)
 - i. Staking project at water fittings and 50 ft intervals
 - ii. Garver to gather field data on relocated utilities by surveying or hydroexcavation after notification from utility companies that the relocation is complete. Garver will work with City of Bel Aire and utility companies for adjustments to design/plans if needed based on field data.
 - iii. Fee includes up to 10 hours of restaking. Additional restaking to be completed with written authorization.



2. Exclusions

- a. Construction observation services are not included
- b. Tract maps for easements or R/W (to be completed with main project)

Fee: Water Design Services - \$95,076 (Lump Sum)
Construction Support Services - \$24,847 (Hourly)

Schedule: Garver will submit preliminary plans to KDHE and City of Bel Aire Review within four weeks of the Notice to Proceed. Final Plans are to be submitted within three weeks of receipt of reviews from both entities.

In accordance with the terms of the Agreement, the City hereby authorizes the amendment to the Agreement, as referenced in this Amendment No. 2. This Amendment No. 2 shall be incorporated into the Agreement by reference. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Amendment No. 2.

This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, (Owner) and Garver have executed this Amendment effective as of the date last written below.

CITY OF BEL AIRE

GARVER, LLC

By: _____
Signature

By: Jenny Sallee
Signature

Name: _____
Printed Name

Name: Jenny Sallee
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: Sept. 3, 2026

Attest: _____

Attest: _____

Exhibit A

