



**AMENDMENT NO. 1 TO TASK ORDER NO. 10
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-6)**

AMENDMENT No. 1

Date: March 18, 2021

THIS AMENDMENT modifies Task Order No. 10 dated September 1, 2020 in accordance with terms of the Engineer-Owner Agreement dated February 6, 2018 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called ENGINEER), and City of Republic, Missouri (hereinafter called OWNER) for the following Project: Wastewater Treatment Facility Phase 1 Services. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:
Delete the following from Paragraph C.: “, support in coordinating state revolving loan fund application, and participation in public outreach meetings associated with state revolving loan fund requirements”

Delete Item No. 5 and replace as follows: Disinfection: replace existing medium pressure ultraviolet disinfection with high pressure low output technology. Existing medium pressure ultraviolet disinfection channels and chlorine contact basins are planned to be demolished, and a new structure will be designed with open channels and overhead canopy.

Delete Item No. 7 and replace as follows: Dewatering Building: Include electrical room, process area for dewatering equipment, and covered dumpster area. Dewatering building materials of construction will be designed as coated metal on a concrete slab on grade foundation.

Add Item D.: The parties anticipate that at the completion of the services described in Exhibit B, paragraph 9.8 -Design-Build Proposal and Preconstruction Services, that they will enter into a separate Design-Build Agreement for the detailed design and construction of the wastewater improvements. The engineering, procurement, and preconstruction services necessary to develop a Design-Build Proposal are included in this Amendment 1 to Task Order No. 10.

2. The following adjustments are made to the **Compensation**:
Delete Paragraph A.2. of Compensation and replace with the following:
“Total payment for the Scope of Services described herein is not to exceed Two Million Three Hundred Seventy Five Thousand Five Hundred Dollars (\$2,375,500.00) which amount shall not be exceeded without prior written consent of OWNER.”

3. The following adjustments are made to **Time of Service**:
Delete Paragraph A. of Time of Service and replace with the following:
“ENGINEER will proceed with providing the services set forth herein within approximately 10 days of the execution of this Task Order. It is anticipated that these services will be completed within approximately 460 days of the execution of this Task Order.”

4. Other changes to the Agreement, if any, are stated below:
The parties agree that the ENGINEER's Exhibit B – Task Order No. 10 is amended as follows:
Paragraph 9.1.1.2: Update maximum time period not to exceed to 460 calendar days.

Paragraph 9.3: Remove “Disinfection” bullet item and replace with the following: Disinfection: replace existing medium pressure ultraviolet disinfection with high pressure low output technology. Existing medium pressure ultraviolet disinfection channels and chlorine contact basins are planned to be demolished, and a new structure will be designed with open channels and overhead canopy.

Paragraph 9.3: Remove “Administration Building” bullet item and replace with the following: Dewatering facility : Include electrical room, process area for dewatering equipment, and covered dumpster area. Dewatering facility materials of construction will be designed as coated metal on a concrete slab on grade foundation.

Section Header 9.4: Replace the word "Final" with "Detailed".

Paragraph 9.4.1: Remove the first sentence of the paragraph and replace with the following:

"Upon approval of the Wastewater Treatment Plant Basis of Design Report by the OWNER, ENGINEER, and Missouri Department of Natural Resources will proceed with the Detailed Design Services as described in Section 9.4.2.

Paragraph 9.4.2: Remove the first sentence and replace the last sentence of the paragraph and replace with the following:

"The detailed design will include discipline specific Contract Drawings completed to a level adequate to support a Design Build form of project execution and delivery of a Design-Build Proposal from for final design and construction of the approved wastewater improvements."

Paragraph 9.4.3: Replace this section with "In accordance with 2.5.3 and 2.5.4 of the Professional Services Agreement, three (3) approval copies of the Contract Drawings will be provided."

Paragraph 9.4.4: Remove "Final" and replace with "Detailed".

Paragraph 9.5.1: Delete Paragraphs 9.5.1 thru 9.5.1.4. .

Paragraph 9.7.1.1: Remove last sentence of the paragraph and replace with the following:

"OWNER will provide up to two (2) preferred locations for evaluation."

Add Paragraph 9.8 Design-Build Proposal and Preconstruction Services:

9.8.1 ENGINEER will provide a fixed price Design-Build Proposal to OWNER. Preconstruction Services and deliverables associated with the Design-Build Proposal includes:

9.8.1.1 Identification of potential construction installation bidders.

9.8.1.2 Generation and issuance of construction installation bid packages for the receipt of indicative pricing from potential construction installation subcontractors.

9.8.1.3 Management of bidder correspondence and questions during construction installation indicative pricing process.

9.8.1.4 Issuance of bid addenda for construction installation bid packages.

9.8.1.5 Generation and issuance for bid of major equipment procurement packages to potential suppliers.

9.8.1.6 Management of bidder correspondence and questions during equipment supplier bidding.

9.8.1.7 Issuance of bid addenda for equipment supplier bid packages.

9.8.1.8 Qualification and evaluation of installation subcontractor and equipment supplier bids / proposals.

9.8.1.9 Development of a Design-Build project schedule in critical path format that includes all major detailed design and construction milestone activities.

9.8.2 ENGINEER will host a Design-Build price review workshop with OWNER to review the proposal price build-up/estimate, equipment bid tabs, Design-Build project schedule, clarifications, assumptions, and proposed allowance items.

MSA paragraph 7.16 delete the following words in "extensions of" in the second sentence.

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

OWNER: City of Republic, Missouri

**ENGINEER: Burns & McDonnell Engineering
Company, Inc.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____