

Supplemental Agreement No. 1
to
Agreement – Consultant-Client
Between
BG Consultants, Inc. and City of Marysville, KS
For
Engineering Services
For US-77 Pavement Improvements (10th Street) – Phase II
in Marysville, Kansas

The purpose of this Supplement No. 1 is to modify the scope of services of the original contract. **BG CONSULTANTS, INC.**, hereinafter called the CONSULTANT, and **City of Marysville, KS**, hereinafter called the CLIENT, were parties to the original agreement. This agreement is a supplement to the AGREEMENT dated May 22nd, 2023.

SECTION I – SCOPE OF SERVICES

Under the terms of Supplemental Agreement No. 1, the CONSULTANT and CLIENT agree to modify the AGREEMENT as follows:

Add the following section to Exhibit 1 – Scope of Services:

SCOPE OF SERVICES

MODIFY BASE BID

1. CONSULTANT will modify the Base Bid to shorten the scope beginning at the north end of the original project to end at the south end of the Jackson St. Intersection.
 - a. CONSULTANT will revise all PS&E documents to reflect the changes in the Base Bid.
 - b. All stormwater & sanitary sewer infrastructure will remain in base bid as originally designed.
 - c. CONSULTANT will provide all quantity and plan related revisions for the reduction of the total base bid scope to meet the KDOT plan requirements to move forward with Bid Letting.

ADD ALTERNATES

1. CONSULTANT will provide two (2) ADD ALTERNATIVES for the pavement south of Jackson to the bridge.
 - a. CONSULTANT will split these ADD ALTERNATIVE evenly between the existing bridge to the south and the south end of the Jackson Street Intersection.
 - b. CONSULTANT will provide all quantity and plan related revisions for each ADD ALTERNATIVE to meet the KDOT plan requirements to move forward with Bid Letting.

MODIFY PAVEMENT TYPE TO ASPHALT

1. CONSULTANT will revise all PS&E plans to revise the current concrete pavement type to asphalt for the Add Alternates south of Jackson Street. CONSULTANT will modify all quantity and plan related items to meet the KDOT plan requirements to move forward with Bid Letting.

SURVEY

1. CONSULTANT will perform additional design survey required by the mud jacking of the existing bridge occurring after the survey performed in the previous agreement.
 - a. CONSULTANT will obtain any additional survey needed for the scope changes caused by Supplemental Agreement No. 1.

Items not included in Scope of Services:

1. Scope beyond that identified above. If additional scope is required, a modification to this contract shall be provided identifying additional scope and fees based upon Standard Hourly Rate schedule.

SECTION II – COMPENSATION

For the scope of services listed above, the CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the 2025 BG Consultants Standard Hourly Rates and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement. The total fee is not to exceed **Forty Thousand and NO/Dollars (\$40,000.00)**.

Billing procedures and all other items pertaining to compensation are as described in the AGREEMENT.

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this _____ day of January, 2025.

BG Consultants, Inc.
CONSULTANT

City of Marysville, KS
CLIENT



By _____
Thaniel Monaco, P.E.

By _____

Title Vice President

Title Mayor

END OF CONSULTANT-CLIENT SUPPLEMENTAL AGREEMENT NO. 1