

**MODIFICATION NO. 2 TO AGREEMENT
DATED 08/23/2018 (RFQ NO. 2018-064)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR Sanitary Sewer Modeling, Hydraulic Capacity and Design Services**

THIS MODIFICATION NUMBER 2 TO AGREEMENT (“Modification”) made and entered into this 31 day of March, 2022, by and between the City of Lee's Summit, Missouri (hereinafter “City”), and HDR, Inc. (hereinafter “Engineer”).

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated 08/23/2018 (RFQ No. 2018-064) for professional engineering services for Sanitary Sewer Modeling, Hydraulic Capacity and Design Services (hereinafter “Base Agreement”); and

WHEREAS, City and Engineer entered into Modification No. 1 to the Agreement on December 30, 2019; and

WHEREAS, City and Engineer desire to further 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 agreements 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 further 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 further amended to add additional tasks to the scope as set out on Exhibit A to the original Agreement as listed on Exhibit A-2M to this Modification, entitled “Additional Services – McClendon Drive Water Main Replacement”, attached hereto and incorporated herein by reference.

**ARTICLE III
PAYMENTS TO THE ENGINEER**

Article III of the Base Agreement, as amended, is hereby amended to provide additional compensation to Engineer as follows:

- A. The cost of all Basic Services covered under Article I of this Modification shall be billed hourly at the rates set forth in the Scope of Services in Exhibit A-2M. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A-2M. The additional compensation to be paid to Engineer for the additional Basic Services described in Article I, of this Modification, above shall not exceed the total sum of Fifteen-thousand and Three-

hundred and Thirty Dollars (\$15,330.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Five Hundred and Seven Thousand and Five-hundred and Thirty-five Dollars (\$507,535.00).

B. The amended total not to exceed amount for both the Basic Services and Optional Services is Five Hundred and Seven Thousand and Five-hundred and Thirty-five Dollars (\$507,535.00).

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

All other terms of the Original Agreement and any modifications not amended by this Modification shall remain in full force and effect.

This Modification 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 31 day of March, 2022.



CITY OF LEE'S SUMMIT

Stephen A. Arbo
Stephen A. Arbo, City Manager

ATTEST:

Stacy Lombardo
Deputy City Clerk, Trisha Fowler-Arcuri

APPROVED AS TO FORM:

Scott Ison
Scott Ison,
Chief Counsel of Infrastructure and Recreation

ENGINEER: HDR Engineering, Inc.

Joseph Drimmel
Joseph Drimmel (Feb 22, 2022 11:22 CST)

BY: Joseph. E. Drimmel

TITLE Sr. Vice President

ATTEST:

Patrick Young
Patrick Young (Feb 22, 2022 12:08 CST)
Sr. Vice President

Exhibit A-2M
City of Lee's Summit
Additional Services - McClendon Drive Water Main Replacement
RFQ No. 2018-064
McClendon Ditch Sanitary Sewer Project

Project Overview

Final design and construction documents have been completed for the McClendon Ditch Sanitary Sewer project. The existing 6-inch water main on McClendon Drive within the sanitary sewer project vicinity is scheduled to be replaced in the next several years. The City has requested the existing water main within the project limits be replaced with a new 8-inch water main. It is anticipated the new water main will connect to the existing water main on Peggy Circle on the south and extend northward to north side of the existing double reinforced box culvert (RCB). The RCB will be crossed by jack and bore of a steel casing beneath it. All work will be performed within the public right-of-way. No additional easements are anticipated.

Task 10 – Water Main Design

- 10.1 Project Management/Administrative Duties: including contract execution and set-up, monthly budget tracking, invoicing, coordination of staff and coordination of quality control activities, and project close-out activities.
- 10.2 Topographic Survey & Utility Coordination: Utility locates will be called in for the project area. Existing topographic survey will be refreshed based on the new locates. Additional survey will be obtained near the intersection of McClendon Drive and Peggy Circle as well as 200 feet north of the RCB.
- 10.3 A plan and profile of the new water main will be prepared including fitting layouts at the connections to the existing water mains. Valves and fittings will be coordinated with the City to allow for extension of the new water main in the future as part of a separate project. 60% progress drawings will be provided to the City of review and comment. Final drawings will be incorporated into the overall McClendon Ditch Sanitary Sewer Project.
- 10.4 Water main details will be added to the plan set utilizing City of Lee's Summit standard details. Special details are not anticipated.
- 10.5 The Project Manual will be revised to include the City's standard specifications for water mains, LS Section 3900 – Water Mains. Other sections will be revised as necessary including the Agreement, Measurement for Payment, and Project Special Provisions.
- 10.6 Updated bid item quantities will be derived and used to prepare an updated Opinion of Probable Construction Costs

Schedule

HDR will begin our services upon receipt of written notice to proceed (NTP). HDR anticipates the Work can be completed within 4 weeks from NTP.

Estimated Fee

The estimate of staff labor and fee is attached and summarized as follows:

Task 10:	\$15,330.00
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