

**MODIFICATION NO. 1 TO AGREEMENT  
DATED 012/12/2018 (RFQ NO. 2019-002)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR TRANSMISSION, LARGE DIAMETER SEWERS, AND FORCE MAIN CONDITION  
ASSESSMENT AND MANAGEMENT PROGRAM**

**THIS MODIFICATION NUMBER 1 TO AGREEMENT (“Modification”)** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Lee's Summit, Missouri (hereinafter “City”), and HDR Engineering, Inc. (hereinafter “Engineer”).

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated 12/12/2018 (RFQ No. 2019-002) for professional engineering services for Transmission, Large Diameter Sewers and Force Main Condition Assessment and Management (hereinafter “Base Agreement”); and

**WHEREAS**, City and Engineer desire to 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-1M to this Modification, entitled “City of Lee’ s Summit, MO – Water Transmission, Large Diameter Sewers, and Force Main Condition Assessment and Management Program – Phase 2”, 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-1M. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A-1M. 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 \$723,000.00. The total fees

(hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of \$2,045,680.

B. The amended total not to exceed amount for both the Basic Services is \$2,045,680.

**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Mark Dunning, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Ison,  
Chief Counsel of Infrastructure and Recreation

**ENGINEER: HDR Engineering Inc.**

  
\_\_\_\_\_

BY: Cory Imhoff TITLE:

Sr. Vice President

ATTEST:

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