

**MODIFICATION NO. 3 TO AGREEMENT
DATED APRIL 17, 2017 (RFQ NO. 422-32272)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR SW 3RD STREET IMPROVEMENTS FROM PRYOR RD TO MURRAY RD**

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Olsson (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated April 17, 2017 (RFQ No. 422-32272) for professional engineering services for SW 3rd Street Improvements from Pryor Rd to Murray Rd (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 contracts 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 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 amended as follows:

Task 100 – Construction Services

101. Review Shop Drawings and Construction Submittals as required.
102. Be available for discussion and consultation during the construction phase. Construction observation will be the responsibility of the City.
103. Prepare plan revisions as necessitated by conditions encountered in the field during construction except for traffic control plans.
104. Prepare final record drawings which reflect:
 - a. All change orders
 - b. Minor design changes
 - c. Changes made in the field by City representatives that are marked on the plan set. Submit updated PDF images.
105. Pre-construction meeting
106. Pre-construction public meeting
107. Construction progress meetings (Assume 9 meetings)

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

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

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I, of this Modification No. 3, above shall not exceed the total sum of Fifty Two Thousand Four Hundred and Seventy Six Dollars (\$52,476.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Five Hundred Nine Thousand Three Hundred and Fifty Six Dollars (\$509,356.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Six Hundred Sixty Two Thousand Two Hundred Twenty Nine Dollars (\$662,229.00).

**ARTICLE V
COMPLETION TIME**

Article V of the Base Agreement, as amended, is hereby amended as follows:

The basic services shall be considered complete at the conclusion of construction which is anticipated to be 225 calendar days commencing at the Contractor's Notice to Proceed date.

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

All other terms of the Base Agreement not amended by this Modification to Agreement shall remain in full force and effect.

The remainder of this page is intentionally left blank.

This Modification No. 3 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 _____, 2020.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager


ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:


Nancy K. Yendes,
Chief Counsel of Infrastructure and Planning
Office of City Attorney

ENGINEER:



BY: Ryan Fleming
TITLE: Project Manager

ATTEST:



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