

EXHIBIT 1 to Ordinance

**MODIFICATION NO. 1 TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES FOR  
STORMWATER – SW LEA DRIVE (RFQ NO. 543-32272A)**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Olsson and Associates (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement for Professional Engineering Services for Stormwater – SW Lea Drive (RFQ No. 543-32272A) dated July 16, 2019 (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 shown in the attached Exhibit A.

**ARTICLE II  
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

Article III of the Base Agreement, as amended, is hereby amended as shown in the attached Exhibit A.

EXHIBIT 1 to Ordinance

**ARTICLE III  
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. 1, above shall not exceed the total sum of Twenty-Five Thousand and Seventy Hundred and Ninety-Five Dollars (\$25,795.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Two Hundred and Thirty-Four Thousand and Two Hundred and Fifty-One Dollars (\$234,251.00).

**ARTICLE IV  
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.

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.

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EXHIBIT 1 to Ordinance

**IN WITNESS WHEREOF**, the parties have caused this Modification to Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT, MISSOURI**

\_\_\_\_\_  
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

**OLSSON AND ASSOCIATES**



\_\_\_\_\_  
BY: Brent Johnson

TITLE: Vice President

ATTEST:

\_\_\_\_\_



**EXHIBIT A  
STORMWATER – SW LEA DRIVE AGREEMENT  
AMENDMENT #1**

Date: November 25, 2020

This AMENDMENT (“Amendment”) shall amend and become a part of the Agreement for Professional Services dated July 16, 2019 between City of Lee’s Summit, Missouri (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: Near intersection of SW Ward Road and SW Lea Drive, Lee’s Summit, MO  
Project description: Storm sewer repairs along SW Ward Road and SW Lea Drive

**SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

The Basic Services provided by Olsson for this supplemental agreement shall be as outlined below. The work will generally consist of designing approximately 200 linear feet of 24-inch water transmission main along SW Ward.

Scope items required are summarized below:

**Phase 100: Development of Design Plans for Transmission Main Replacement**

Designing approximately 200 linear feet of 24-inch water transmission main and approximately 200 linear feet of 8-inch distribution main along SW Ward Road.

**101. Plan Design:**

Olsson will perform additional services to design water main replacements for the existing 8-inch and 24-inch water mains. Approximately 200 feet along the west side of SW Ward Road for the 24-inch transmission main and another 200 linear feet along the east side of SW Ward Road, between SW Lea Drive and SW Daney Drive to avoid a culvert being designed for Lee’s Summit Public Works. This transmission main replacement will replace a section of the 24” CL 52 DIP pipe. The 8-inch distribution main will be designed to go above the proposed culvert box and will be wrapped in a product to insulate it against freezing conditions. Olsson will perform internal reviews and make corrections, as necessary. Olsson will submit, to the City, a 60% set of plans and 100% plans for review. Olsson has included up to 2 meetings with the City. City will provide Olsson all comments in writing. Olsson will address comments after each review.

## EXHIBIT 1 to Ordinance

### 102. Easement Exhibits:

Olsson will prepare one easement with survey descriptions and exhibits necessary for the relocation of the water mains.

### 103. MDNR Permit:

Olsson will fill out and submit an MDNR Construction Permit for both the transmission main and the distribution main replacements.

### City Responsibilities

The City shall provide Olsson with available water line information, such as as-builts, record drawings, design plans, mapping information, etc. for assistance during design, as requested.

### Assumptions and Exclusions

We have made assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Water main replacement plans will be bid as part of the SW Lea Drive Storm Sewer Improvements
- Special provisions will conform to City of Lee's Summit standards and specifications. City of Lee's Summit standard specifications for water main replacement shall be used for the project.

The following work is excluded from the current scope of work:

- Permit fees and other permits not mentioned in this scope of services
- As-builts
- Water system modeling and sizing

### COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **\$25,795**.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if

EXHIBIT 1 to Ordinance

any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.