

**MODIFICATION NO. 2 TO AGREEMENT  
DATED 07/16/2019 (RFQ NO. 543-32272)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR FOUR STORMWATER IMPROVEMENT PROJECTS – SW BLAZING STAR DRIVE, SW  
34<sup>TH</sup> STREET, NE DELTA SCHOOL ROAD, SW PINNELL DRIVE**

**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 Lamp Rynearson (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated 07/16/2019 (RFQ No. 543-32272) for professional engineering services for Four Stormwater Improvement Projects (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 is hereby amended as described in the scope of services below:

The additional scope of services to be performed by Lamp Rynearson and Anderson Survey Company on the Delta School Road project is detailed below:

- Prepare a mailing list to notify properties of additional surveying activities in the area.
- Survey an additional 300 linear feet along the existing 60" CMP and adjacent corridor to the outfall. Survey receiving channel in vicinity of existing outfall for pipe and outfall replacement and rip rap installation.
- Determine riprap sizing at outfall and detail restoration within proposed permanent easement(s), temporary construction easements, and existing utility easements along extension to outfall.
- Provide bid phase services for the Delta School Road project, consisting of responding to questions during bidding, prepare up to one written addenda, and prepare and attend pre-bid meeting. The residential project has bid separately from this commercial project.

Provide the following Construction Administration services for the residential improvements and the Delta School Road improvements. Each improvement project will be constructed by a different Contractor at different timeframes, therefore the following services will be provided for each improvement project separately:

- Prepare agenda and attend pre-construction meeting
- Review select submittals from Contractor, as directed by City
- Perform site visits (to confirm construction is in general conformance with Construction Documents). One visit per month per site assumed. Four (4) visits are assumed for the residential project and five (5) visits are assumed for Delta School Road project.
- Address construction issues and question resolution

**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. 2, above shall not exceed the total sum of Thirty Thousand Dollars (\$30,000).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Two Hundred One Thousand Seven Hundred Dollars (\$201,700.00).

**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.

This Modification No. 2 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**

\_\_\_\_\_  
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: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_