

**MODIFICATION NO. 1 TO AGREEMENT
DATED 07/16/2019 (RFQ NO. 543-32272)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR FOUR STORMWATER IMPROVEMENT PROJECTS – SW BLAZING STAR DRIVE, SW
34TH 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:

- Prepare a mailing list to notify properties of additional surveying activities in the area.
- Survey the low openings, adjacent grades, and overflow low point elevation for the home at 706 SW 34th St and edge of adjoining properties. Survey main line storm system curb inlets from SW 34th St to south side of SW 33rd St to obtain top of structure and flowline elevations.
- Determine drainage areas and discharges for the main pipe system between SW 33rd St and the outfall south of SW 34th Terr for the 10% and 1% storm events. Tributary drainage areas will be determined from City LIDAR data. A combination of survey data, GIS data, and City design data will be utilized to verify / develop a peak discharge rate from the upstream detention basin for the 10% and 1% storm events.

- Perform hydraulic analysis of the pipe system to determine capacity using a combination of survey data and GIS (as-built) data. Hydraulic grade lines in the vicinity of SW 706 SW 34th Street will be reviewed to determine if the drainage issue can be locally addressed with a direct connection to the main line system or if a secondary run of pipes along the rear and west property line is necessary to direct the runoff to the low point storm system on SW 34th Street.
- The mainline storm sewer analysis will use the as-built subdivision plans for storm sewer elements downstream of 706 SW 34th St and upstream of SW 33rd St, including pipe sizes, flowline elevations, and subdivision detention basin 100-year elevation tailwater condition.
- It is assumed the proposed improvements will be limited to the vicinity of 706 SW 34th Street, with either a direct connection to the main storm sewer system or the extension of a secondary system along the west and rear of this property.

**Article III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

Article III of the Base Agreement is hereby amended as outlined below:

- The City will provide design data and as-built drawings (or design drawings if as-builts are not available) for the detention basin north the Meadows at Summit Ridge subdivision.

**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. 1, above shall not exceed the total sum of Twelve Thousand Dollars (\$11,900). The maximum not to exceed fees (hourly fees and expenses) by project phase is hereby amended to the amounts set forth in subsection C below. The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of One Hundred Fifty Two Thousand Dollars (\$151,900).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is One Hundred Seventy One Thousand Eight Hundred Dollars (\$171,700.00).

**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. 1 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: Daniel G. Miller, P.E.
TITLE: Civil Design Group Leader

ATTEST:


