

**EXHIBIT 1 TO ORDINANCE**

**MODIFICATION NO. 4 TO AGREEMENT  
FOR PROFESSIONAL ENGINEERING SERVICES FOR  
STORMWATER IMPROVEMENTS – PHASE 2  
(RFQ NO. 543-32272)**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 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 (RFQ No. 543-32272) dated July 16, 2019 (hereinafter "Base Agreement"); and

**WHEREAS**, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated January 7, 2020, to extend the design efforts at the SW 34<sup>th</sup> Street location; and

**WHEREAS**, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 2 dated August 26, 2020, to extend the design efforts at the NE Delta School Road location; and

**WHEREAS**, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 3 dated December 28, 2020, to provide design for four additional project sites to be known as "Stormwater Improvements – Phase 2" – NW Ponderosa Street, NE Country Lane, NE Pierce Place, and NE Arlington Circle; and

**WHEREAS**, City and Engineer desire to further amend the provisions of the Base Agreement, as amended, 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 amended, 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 as follows:

Extend the Stormwater Improvements – Phase 2, NE Arlington Circle project to include storm sewer improvements from NE Short Street to the concrete channel south of NE Ash Street. Engineer will perform the services outlined in Modification No. 3 for this additional project extent.

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### ARTICLE IV PAYMENTS TO THE ENGINEER

Article IV of the Base Agreement, as amended, is hereby further 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. 4 above shall not exceed the total sum of Thirty-Nine Thousand Seven Hundred Dollars (\$39,700).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Three Hundred Fifty-Five Thousand Four Hundred Dollars (\$355,400).

### ARTICLE V COMPLETION TIME

Article V of the Base Agreement, as amended, is hereby further amended to extend the project schedule for Stormwater Improvements – Phase 2 project sites as follows:

Dates are subject to the Engineer receiving a Notice to Proceed for this Modification No. 4 by the end of August 2021.

Preliminary Design (including survey): January 2021 – October 2021

ROW Appraisals & Acquisitions (by City): November 2021 – January 2022

Final Design: November 2022 – March 2022

Bid and Award: April 2022 – June 2022

### ARTICLE VIII ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement, as amended, not amended by this Modification No. 4 to Agreement shall remain in full force and effect.

This Modification No. 4 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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**IN WITNESS WHEREOF**, the parties have caused this Modification to Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
Stephen A. Arbo, City Manager

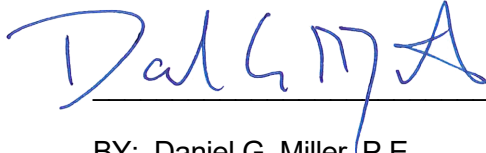
ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of City Attorney

**LAMP RYNEARSON**

  
\_\_\_\_\_

BY: Daniel G. Miller, P.E.

TITLE: Civil Design Group Leader

ATTEST:

  
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