

EXHIBIT A

**MODIFICATION NO. 1 TO AGREEMENT
DATED 06/28/2021 (RFQ NO. 2021-063)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR Water Master Plan**

THIS MODIFICATION NUMBER 1 TO AGREEMENT (“Modification”) made and entered into this ____ day of _____, 2022, by and between the City of Lee's Summit, Missouri (hereinafter “City”), and Burns and McDonnell Engineering Company, Inc. (hereinafter “Engineer”).

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated 06/28/2021 (RFQ No. 2021-063) for professional engineering services for Water Master Plan (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 agreements 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 further 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 further amended to add additional tasks to the scope as set out on Exhibit A to the original Agreement as listed on Exhibit A-1M to this Modification, entitled “Utility Project Funding Assistance and Field Testing, Model Calibration, and Diurnal Analysis”, attached hereto and incorporated herein by reference.

**ARTICLE III
PAYMENTS TO THE ENGINEER**

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

- A. The cost of all Basic Services covered under Article I of this Modification shall be billed hourly at the rates set forth in the Scope of Services in Exhibit A-1M. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit A-1M. The additional compensation to be paid to Engineer for the additional Basic Services described in Article I, of this Modification, above shall not exceed the total sum of Fifty-Three thousand Five Hundred and Forty-five dollars (\$53,545.00). The total fees (hourly fees and expenses) for

the Basic Services is hereby amended and shall not exceed the total sum of Three Hundred and Three Thousand Two hundred and Forty-five Dollars (\$303,245.00).

- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Three Hundred and Three Thousand Two hundred and Forty-five Dollars (\$303,245.00).

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

All other terms of the Original Agreement and any modifications not amended by this Modification shall remain in full force and effect.

This Modification 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:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

**ENGINEER: Burns and McDonnell
Engineering Company, Inc**

BY: _____

TITLE: _____

ATTEST:
