

**MODIFICATION NO. 1 TO AGREEMENT
DATED 01/04/2022 (RFQ NO. 2022-012)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR West Prairie Lee – Sewer Modeling and Design Services**

THIS MODIFICATION NUMBER 1 TO AGREEMENT (“Modification”) made and entered into this ____ day of _____, 2023, by and between the City of Lee's Summit, Missouri (hereinafter “City”), and Burns & McDonnell Engineering Company, Inc. (hereinafter “Engineer”).

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated 01/04/2022 (RFQ No. 2022-012) for professional engineering services for West Prairie Lee – Sewer Modeling and Design Services (hereinafter “Base Agreement”); and

WHEREAS, City and Engineer desire to further 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 Exhibits A and B to the original Agreement as listed on Exhibit A-1M to this Modification, entitled “Exhibit A-1M – Scope of Services”, 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 B-1M. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B-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 Four Hundred and Twenty-seven Thousand and Four Hundred and six Dollars (\$427,406.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total

sum of Five Hundred and Fifty-eight Thousand and Three Hundred and Fifty-five Dollars (\$558,355.00).

- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Five Hundred and Fifty-eight Thousand and Three Hundred and Fifty-five Dollars (\$558,355.00).

**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

Mark Dunning, City Manager

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

Scott Ison,
Chief Counsel of Infrastructure and Recreation

**ENGINEER: Burns & McDonnell
Engineering Company, Inc.**

[Handwritten Signature]

BY: JARIN BRICKMAN

TITLE: VICE PRESIDENT

ATTEST:

[Handwritten Signature]
Christine M. Dority, Assistant Secretary



EXHIBIT A-1M - SCOPE OF SERVICES

Project Title: West Prairie Lee Sewer Design (Project)

PROJECT DESCRIPTION

The following Scope of Services describes ENGINEER's services associated with the Project. These services through Final Design Phase will be completed within 12 months after the Notice to Proceed.

The West Prairie Lee Interceptor Evaluation and Recommendations Report completed in June 2022 provided recommendations to reduce the sanitary sewer backups and overflows with the service area in the northern West Prairie Lee sanitary sewer interceptor. The project is generally bounded by Southeast Main Street on the west, Northeast Westwind on the east, Northeast Chipman Road to the north, and Southeast Fifth Street to the south. Project improvements are based on a 20-year development horizon conditions coupled with a 10-year design storm. Four alternatives were evaluated and determined to move forward with Alternative 3 – Optimized Approach. Exhibit 2A references the preliminary alignment and layout for Alternative 3.

ENGINEER's Scope of Services for this Project includes project administration, sewer main route topographic survey, geotechnical services, permitting services, preliminary and final design, preparation of contract documents consisting of construction drawings for bidding and easement exhibits, bid phase services, and construction phase services.

Drawings will show plans and details for the proposed improvements with sewer main profiles. Sewer main plan and profile drawings will be generated from the OWNER's GIS files provided for this Project and supplemented by the sewer main route topographic survey.

ENGINEER will be responsible for preparation of the technical specifications for this Project. OWNER will be responsible for providing the City's formatted front-end documents, and ENGINEER will provide relevant project information to complete front-end documents. ENGINEER will compile the front-end documents and technical specification into a complete project manual. The OWNER will be responsible for the advertisement of the Project, receiving bids, award of the construction project, and construction observation services.

The basic Scope of Services for this Project is organized into these major Task Series:

Task Series 100 – Project Management and Administration

Task Series 200 – Permitting Assistance

Task Series 300 – Design Phase

Task Series 400 – Bidding Phase

Task Series 500 – Construction Phase

Task Series 600 – Project Closeout

Assumptions:

- Scope is based on Alternative 3 as detailed in Exhibit 2A attached and in the West Prairie Lee Evaluation and Recommendations Report dated July 2022.
- OWNER will provide all public outreach efforts, as needed.
- Owner will be responsible for construction observation and representation.

TASK SERIES 100 Project Management and Administration

The purpose of Project Management and Administration will be to manage, direct and oversee the services identified herein and services performed by subcontractors employed by ENGINEER in completion of the Work. The following management activities will be provided by ENGINEER.

101 Project Management Services

Provide project management services throughout the project to successfully manage and complete the Work, including project correspondence and consultation with OWNER Staff; supervision and coordination of services; scheduling and assignment of ENGINEER's personnel resources; and continuous monitoring of work progress.

102 Monthly Invoicing

Prepare and submit monthly invoices to the OWNER.

103 Subconsultant Agreements and Administration

Prepare an agreement for ENGINEER's subconsultants involved in the Project. Conduct meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance.

104 Quality Control

ENGINEER's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness

and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

105 Project Kickoff Meeting

After Notice to Proceed is given by OWNER, ENGINEER will organize and conduct a Project Kickoff meeting with the OWNER to review scope and establish project goals, roles and responsibilities, lines of communication, project procedures, and other logistics of project execution, including anticipated Project schedule and content of subsequent monthly progress meetings.

106 Progress Meetings – design phase

Participate in up to four (6) progress meetings during the design phase with OWNER to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. These meetings are in addition to specific milestone review meetings listed elsewhere in this scope of work.

TASK SERIES 200 Permitting Assistance

ENGINEER will assist the OWNER in reviewing and processing permits that may be required for the project, including the following assumptions:

1. The project will qualify for NWP 58 and a PCN will not be required.
2. The project will automatically be covered under 401 water quality certification from the Missouri Department of Natural Resources because of the project's coverage under NWP 58.
3. The desktop wetland delineation and desktop protected species habitat assessment do not include any field work or travel for agency meetings. If a formal onsite wetland delineation is required, a separate scope and cost estimate can be provided.
4. The cultural resources effort does not include any field survey, deep dig testing, artifact collection, or curation because the USACE does not require a PCN to be submitted for this Project.
5. If the USACE or Missouri SHPO requests cultural resources field surveys, a separate scope and cost estimate can be provided.
6. If cultural or historic resources are identified that could be eligible for the National Register of Historic Places, additional investigations may be necessary, and a separate scope and cost estimate can be provided.
7. The CLIENT would be responsible for all permit application fees associated with the MoDOT and Lincoln County Highway Department utility permits.
8. No other permit fees are required or included in this cost estimate.

201 Wetlands and Protected Species

A formal onsite wetland delineation will not be completed for the proposed project route. ENGINEER's wetland specialist will complete a desktop wetland delineation to evaluate the proposed Project alignment corridor for the presence of wetlands and other waters according to U.S. Army Corps of Engineers (USACE) requirements. The wetland specialist will review available background information including the 1987 Corps of Engineers Wetlands Delineation Manual (1987 Manual), the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region - Version 2.0 (Regional Supplement), U.S. Geological Survey (USGS) 7.5 minute topographic maps, U.S. Fish & Wildlife Service (USFWS) National Wetland Inventory (NWI) maps, National Agriculture Imagery Program (NAIP) aerial photography, USGS National Hydrography Dataset (NHD), Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL), and U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Survey Geographic (SSURGO) digital data for the Project route. The wetland specialist will assess whether mapped and potential wetland areas are likely to be considered under the jurisdiction of the USACE by determining if a hydrologic connection to waters of the U.S. exists. ENGINEER will summarize the desktop wetland delineation in an email to the OWNER

The project is assumed to be designed to not cause a loss of waters of the U.S. The project is also assumed to be authorized under a USACE Nationwide Permit (NWP) 58 for Utility lines, and that a Pre-construction Notification (PCN) will not need to be submitted to the USACE because thresholds are not met (the project, as proposed, would only result in temporary impacts to waters of the U.S., the temporary impacts would each be less than 0.1 acre, and the proposed Project would not cross any Section 10 Navigable Streams). It is anticipated the project will be authorized under 401 water quality certification from the Missouri Department of Natural Resources because of the project's coverage under a USACE NWP. A separate water quality certification is assumed not required.

A U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Online Review and a Missouri Department of Conservation Online Review will be completed by the ENGINEER's biologist. Using the results of the USFWS IPaC and MDC online reviews, the ENGINEER's biologist will prepare an email summary to OWNER. and provide recommendations to minimize and avoid impacts during construction. The project is further assumed to be designed to not prompt USFWS and Missouri Department of Conservation (MDC) requirements for any species-specific surveys that require a state or federal collecting permit.

202 Cultural Resources

The Project would likely be authorized under NWP 58 without the need for a PCN. As such, the ENGINEER's archaeologist will review relevant state and federal databases to identify recorded cultural resources within and adjacent to the proposed Project. Databases to be reviewed will include the Historic Districts and Sites Viewer and the Archaeology Viewer maintained by the Missouri Department of Natural Resources (State Historic Preservation Office or SHPO), the National Register of Historic Places database, the National Historic Battlefield database, and the National Historic Trails database maintained by the National Park Service, and the General Land Office records maintained by the Bureau of Land Management. In addition, the archaeologist will review available on-line historic topographic maps and plat maps. ENGINEER will provide an email summary of the cultural resources findings.

Additionally, ENGINEER's archaeologist will draft an Unanticipated Discoveries Plan (UDP) detailing the procedures to follow if construction activities result in the discovery of unrecorded archaeological sites or remains. The UDP will be submitted to the OWNER for their Project files.

203 Floodplain Permit

The proposed project route would require construction within a floodplain but not a regulatory floodway. ENGINEER will aid OWNER in coordination with the floodplain administrator to submit a floodplain development permit.

204 MoDOT

ENGINEER will assist the OWNER in coordinating design reviews with the MoDOT for the area of the project which crossing the MoDOT right-of-way. ENGINEER will address any comments, finalize review submittals, and provide a final electronic version to the OWNER.

TASK SERIES 300 Design Phase

301 Sewer Main Surveys and Rights-of-Way

ENGINEER will subcontract with a Professional Surveyor to perform the following services:

1. Vertical Control - The vertical datum will be NAVD 1988 datum. Elevations will be established on horizontal control points.
2. Horizontal Control - The horizontal datum will be based on Missouri State Plane Coordinates, 1983 West Zone. Horizontal control points will be established along the project corridor. Horizontal control points will be referenced and described on the drawings.
3. Topography - Provide a detailed topographic survey of the area outlined in red shown on the project limits map, approximately 9,000 linear feet of

topography. Topography will be a strip approximately 200 feet wide along the agreed upon alignment. Topography will include but is not limited to edge of pavements, surface elevations, driveways, trees, bushes, culverts, flower gardens, sidewalks, trails, power poles, telephone poles, fences, utilities, storm water structures, sanitary sewer structures, gas lines, telephone lines, telephone boxes, cable TV lines, power lines, water mains, fire hydrants, valves, water service lines and other visible improvements within the survey limits.

4. Utilities - Contact One-Call system, as needed, and request that they provide field marks of existing utilities for the project area. If not marked in the field, utilities may be shown from available mapping. Locate sanitary and storm structure and provide invert elevations.
5. Right-of-way Lines - Locate an adequate number of existing right-of-way and property corner monuments to establish the right-of-way lines and property lines for the properties, within the survey limits. Obtain mapping from Clay County to reference the collected survey data.
6. Ownership and Easements - Obtain ownership records for the properties adjacent to the proposed project and develop a property map showing right-of-way, permanent easement and temporary easement with current ownership. Assume five (5) title reports will be obtained.

302 Geotechnical Investigation

ENGINEER will subcontract services to conduct a geotechnical investigation. These services will include the following tasks:

1. Conduct a geotechnical investigation with a minimum of 8 borings. All borings will be drilled to auger refusal, or up to a depth of at least 15 feet, whichever is greater.
2. Drilling activities will be under the supervision of a geotechnical engineer.

Laboratory Testing:

1. Laboratory testing will include index tests to confirm field classification of samples selected by geotechnical engineer.
2. Testing will consist of moisture content, dry unit weight, unconfined compressive strength (peak strength only), and Atterberg limits.
3. One-dimensional consolidation and compaction tests are planned.
4. Soil corrosivity testing will be conducted at each boring location.

Prepare geotechnical report that will include boring logs, laboratory test results, and engineering recommendations, which will include pavement recommendations for site and driveways.

Prepare and submit geotechnical report to OWNER to be included with the final documents for bidding.

303 Preliminary Design (60% Design)

Based on the Alternative 3 layout, ENGINEER will prepare preliminary (60 percent complete) CADD construction drawings for sewer main improvements.

Generate base plan sheets with of existing utilities and surface features in the right-of-way, including proposed new sewer main alignment in 20:1 scale on 22" X 34" paper (unless approved otherwise) for construction drawings, incorporating OWNER's GIS information, route survey data, and utility research.

Determine the need for permanent and temporary construction easements along the proposed sewer main alignment. Prepare legal descriptions and exhibits for up to 20 properties and provide to OWNER. Property owner negotiations and other items related to acquiring easements are not included.

The preliminary drawings will include the proposed alignment, ground surface profile, above ground and buried utilities, crossing locations, proposed valves, branch line connections and temporary and permanent connection details. Particular attention should be paid to sequencing of connections to further reduce service outages. A profile of the sewer main will be developed to show slope of sewer main segments and elevations of critical points such as changes in grade, and sewer line crossings.

Submit 60% Completion - Drawings. ENGINEER will submit to the OWNER a review set of drawings at the 60% design completion stage.

ENGINEER will submit two copies of the drawings (60 percent complete) to the OWNER for review. ENGINEER will meet with OWNER staff to review the project progress and receive their review comments.

ENGINEER will submit copies of the drawings (60 percent complete) for review and comment to other utilities that have existing underground facilities that potentially conflict with, cross over or under, or adjacent to, proposed sewer improvements. Document all utility contacts and responses.

Utility Coordination - ENGINEER will provide an electronic copy of the 60% set of plans to all utilities that have conflicts. Contact with the utilities, including any drawings, correspondence, maps, log, and other data received will be documented.

Preliminary Opinion of Probable Construction Cost - ENGINEER will prepare a preliminary opinion of probable construction cost for the sewer main improvements based on the 60% design.

304 Pre-Final Design (90% Design)

Prepare 90% Contract Documents - ENGINEER will prepare and submit for OWNER review final (90 percent complete) CADD construction drawings and project manual for sewer main improvements.

ENGINEER will submit two hard copies and one PDF version of the Contract Documents (90 percent complete) to the OWNER for review. ENGINEER will meet with OWNER staff to review the project progress and receive their comments.

ENGINEER will develop the technical specifications for the Project. OWNER will be responsible for providing the City's formatted front-end documents, and ENGINEER will update with relevant project information. ENGINEER will compile the front-end documents and technical specification into a complete project manual for OWNER review.

Utility Coordination - ENGINEER will submit copies of drawings (90 percent complete) for review and comment to utilities that potentially conflict with, cross over or under, or adjacent to, proposed sewer improvements. Contact with the utilities will be documented.

305 Final Bidding and Construction Documents (100% Design)

Finalize Contract Documents for Bidding - ENGINEER will address review comments received on the 90% submittal and finalize the Contract Documents. One copy of the final construction drawings and technical specifications will be submitted to the OWNER for review.

ENGINEER will provide the following items to the OWNER:

1. Two paper sets of the final sealed Contract Documents.
2. Electronic set of the final sealed Contract Documents in PDF format.

Prepare Final Opinion of Probable Construction Cost - ENGINEER will prepare a final opinion of probable construction cost for the Project and submit it to the OWNER.

TASK SERIES 400 Bid Phase Services

401 Pre-Bid Conference

ENGINEER will coordinate and lead a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a duration of approximately 30 days.

1. In coordination with the OWNER, prepare for and present a pre-bid meeting at a date, time and place provided by the OWNER. ENGINEER will prepare agenda and facilitate the meeting with assistance from OWNER.

402 Engineer's Opinion of Probable Construction Cost

ENGINEER will update the final construction cost opinion submitted during Final Design to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the OWNER in a sealed envelope, as needed.

403 Bid Assistance and Evaluation

ENGINEER will assist the OWNER with interpretation of the Contract Documents and develop addenda as required during the bid advertisement period to clarify Contract Documents. OWNER will post the addenda.

ENGINEER will consult with and advise OWNER as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the OWNER, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. OWNER will provide one copy of each bid to the ENGINEER to develop a tabulation of received bids for evaluation. ENGINEER will provide the bid tabulation to the OWNER.

404 Conforming Documents

ENGINEER will prepare conformed drawings and technical specifications that incorporate changes or revisions resulting from Bid Phase activities.

ENGINEER will provide the following conformed document items to the OWNER:

1. Two paper sets of the final sealed conformed Contract Documents.
2. Electronic set of the final sealed conformed Contract Documents in PDF format.

TASK SERIES 500 *Construction Phase Services*

Responsibilities of OWNER:

1. The OWNER's will coordinate communication and all activities with all OWNER staff including other OWNER Departments.

Limits of Authority:

ENGINEER will have the following limits of authority during the Construction Phase:

1. ENGINEER's visits to the Site and on-Site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth below.
2. The OWNER will furnish Resident Project Representative (RPR) staff for observation of the Work.
3. Neither ENGINEER nor the RPR will supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incidental thereto, or for any failure of Contractor to comply with Laws or Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
4. Upon authorization by OWNER, ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in the Contract Documents, whether or not the Work is fabricated, installed or completed.
5. ENGINEER will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
6. ENGINEER's review of the Applications for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals, that the results certified indicate compliance with, the Contract Documents.
7. ENGINEER will be responsible for site safety of ENGINEER's staff and Subconsultant's employees. ENGINEER will supply the required safety equipment and will require that all ENGINEER employees and Subconsultant's employees are properly equipped and trained in all safety procedures and precautions for the necessary task.

8. The limitations upon authority and responsibility set forth in this agreement will also apply to ENGINEER's staff, subconsultants, and assistants.

To establish the basis for ENGINEER's compensation, Construction Phase Services are based on an anticipated 18-month construction schedule for the Project. ENGINEER will consult with and advise the OWNER and act as the OWNER's ENGINEER as provided in OWNER's General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER or ENGINEER as assigned in said General Conditions will not be modified without ENGINEER's written consent. ENGINEER will not be responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents. The Construction Phase Services is developed based on a Resident Project Representative being provided by the OWNER.

Construction Phase Services for this Project include the following elements:

501 Contractor Communication Support

The OWNER will act as the primary point of contact with the Contractor, supported by ENGINEER. All contractual written communication regarding scope, schedule and costs with the Contractor will be authorized by the OWNER. Other project and field-related written communications, such as RFI's, Shop Drawings, etc. can be submitted between the Contractor and ENGINEER and all written communication of any kind will be copied to the OWNER. All major project decisions related to potential design modifications, construction schedule extensions, and contract price adjustments must be approved in writing by the OWNER. ENGINEER will provide an allotment of up to 24 hours to this task for the Project

502 Interpretations of Contract Documents (5 RFIs assumed)

ENGINEER will review and interpret the Construction Contract Documents, with reasonable promptness, when requested by the OWNER or Contractor and will provide response to written requests for clarification (which may be in the form of Drawings), interpretation, or information using the Request for Information (RFI) form in the Construction Contract Documents. ENGINEER will provide written responses for RFIs to the OWNER for review and approval, that will be distributed to OWNER and Contractor. ENGINEER will review up to 12 RFIs for the Project and maintain an RFI tracking log. ENGINEER will provide and allotment of up to 48 hours to this task for the Project

503 Preconstruction Conference

ENGINEER will attend a preconstruction conference, scheduled by ENGINEER and managed by the Contractor, with the OWNER. One representative will attend for

ENGINEER. The date, time, and location for the preconstruction conference will be determined and provided by the Contractor in coordination with ENGINEER and OWNER. The preconstruction conference will include a discussion of the Contractor's tentative schedules, procedures for transmittal, review, and acceptance of the Contractor's submittals, processing of payment applications, critical work sequencing, change orders, work change directives, record documents, the Contractor's responsibilities for safety and first aid, and other administrative items, and will address questions. Contractor will prepare and distribute meeting agenda and notes.

504 Review and Process Substitutions and Or Equals

ENGINEER will review and determine the acceptance, or rejection, of material or equipment items submitted by Contractor for substitutes and "or equal" items to a named item specified in the Construction Contract Documents at the OWNER's request. ENGINEER will provide and allotment of up to 4 hours to this task for the Project.

505 Perform Site Visits

ENGINEER will make periodic site visits to the site as required to review special construction issues, inspections, installation checks, functional acceptance and testing with Contractor and OWNER. ENGINEER will visit the site(s) to observe the construction activities for general conformance with the intent of the technical specifications and drawings prior to certification of applications of payment and to assist with resolution of field issues during the Project. These visits are in addition to the site visits conducted after the progress meetings noted elsewhere in this scope of work. One representative of ENGINEER for up to 4 hours or 2 visits.

506 Shop Drawings and Data Submittals

ENGINEER will receive, review, and accept shop drawings, samples, and data submitted by the Contractor as required by the Construction Contract Documents. ENGINEER's review and acceptance will only be to determine if the items covered by the submittals will, after installation or incorporation into the Work, conform to the requirements in the Contract Documents and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The review and acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. ENGINEER's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered.

ENGINEER's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs.

ENGINEER's review and acceptance of shop drawings or samples will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called ENGINEER's attention to each such variation at the time of submission as required by the Contract Documents and ENGINEER has given written acceptance of each variation by specific written notation thereof incorporated into or accompanying the shop drawing or sample acceptance; nor will any acceptance by ENGINEER relieve Contractor from responsibility for complying with the requirements of the Contract Documents. ENGINEER will distribute Contractor's electronic submittals as specified in the Construction Contract Documents. ENGINEER will review up to 5 original submittals for the Project, plus 1 resubmittal for each original submittal. ENGINEER will be reimbursed by OWNER via Optional Services for review beyond the first resubmittal. Provide copies of all correspondence and approved submittals to OWNER.

507 Evaluate Work Change Directives and Change Order Requests

ENGINEER will review and evaluate Contractor's claims and documentation for changes in the Work and Change Orders. ENGINEER will review Work Change Directives for authorized changes in the Work to be incorporated in a subsequent Change Order as requested by the OWNER in accordance with the Construction Contract Documents. ENGINEER will evaluate the cost and time and, where necessary, negotiate with Contractor to obtain a fair price and time for the approved changes in the Work. Negotiations and adjustments of the Contract Price and Time will be subject to approval by the OWNER. OWNER will process and execute Change Orders. ENGINEER will provide allotment of up to 20 hours to this task for the Project.

508 Substantial Completion Inspection

ENGINEER, OWNER, and Contractor will conduct one site review of the Work to determine the status of completion when Contractor considers the Work to be substantially complete. One representative will attend for ENGINEER. ENGINEER will prepare and distribute a written punch list of the items to be completed or corrected by Contractor before Substantial Completion is achieved. The OWNER will be responsible for observing and verifying the completion of the work on the punch list by the Contractor and provide written Certification of Completion to ENGINEER. ENGINEER, with approval of OWNER, will prepare and issue to Contractor a Certificate of Substantial Completion when it determines the Work to be substantially complete.

509 Final Completion Inspection

ENGINEER, OWNER, and Contractor will conduct one final review to determine if the Work is complete and/or correction of the items of Work on the punch list is complete by the Contractor. One representative will attend for ENGINEER.

ENGINEER will prepare a list of work items, if any, to be completed by Contractor before Final Completion and prior to OWNER making final payment. ENGINEER will submit a recommendation for final acceptance of the project to OWNER after all punch list items are complete. OWNER will approve and execute the Final Application for Payment including providing accompanying documentation as required by the Construction Contract Documents.

TASK SERIES 600 Project Closeout

601 Construction Record Drawings

Upon substantial completion and the Contractor's submittal of record drawing markups, ENGINEER will prepare Conforming to Construction drawings based on as-built survey and the red-line drawing markups provided by the Contractor and the OWNER. In the case of discrepancies between the two sets of information, the Contractor's red-lines will be followed unless directed differently by the OWNER.

ENGINEER will provide one set of original drawings, one electronic version of CAD files, and one set of drawings in PDF format.

Exhibit B-1M

Schedule of Professional Service Billing Rates

Hourly Professional Service Billing Rates

| <u>Position Classification</u> | <u>Classification Level</u> | <u>Hourly Billing Rate</u> |
|------------------------------------|---------------------------------|--------------------------------|
| General Office * | 5 | \$73.00 |
| Technician * | 6 | \$92.00 |
| Assistant * | 7 | \$112.00 |
| | 8 | \$153.00 |
| | 9 | \$182.00 |
| Staff * | 10 | \$209.00 |
| | 11 | \$228.00 |
| Senior | 12 | \$256.00 |
| | 13 | \$280.00 |
| Associate | 14 | \$289.00 |
| | 15 | \$291.00 |
| | 16 | \$293.00 |
| | 17 | \$295.00 |

Unit Cost Rates

| <u>Description</u> | <u>Unit Cost</u> |
|------------------------------------|---------------------------------|
| Flow Meter Installation | \$500.00/each |
| Rain Gauge Installation | \$300.00/each |
| Flow Monitoring (minimum 5 meters) | \$60.00/meter-day (90-day base) |
| | \$65.00/meter-day (60-day base) |
| Rain Gauge Monitoring | \$15.00/gauge-day |

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.

EXHIBIT B-1M - Fee Estimate

West Prairie Lee - Final Design Services - Phase 1

Lee's Summit, MO

| | | Tonjes | Waddell | Low | Lindley | Baruth | Roh | Rolf | | | | | | |
|----------------------|---|-----------|------------|-----------------|---------------|--------------------|-------------|---------------------|-------------------|--------------|-------------------|-------------------|-------------------|------------------|
| Task | Project Tasks | Q Review | Estimating | Project Manager | Lead Engineer | Assistant Engineer | Enviro Lead | Lead Civil Detailer | Enviro Specialist | Total Hours | Labor Fee | Expense Fee | Total Fee | Outside Services |
| | | 16 | 16 | 15 | 12 | 9 | 13 | 9 | 10 | | | | | |
| Task 1 | Project Management | | | | | | | | | | | | | |
| 101 | Project Management Services | | | 60 | | | | | | 60 | \$ 17,460 | \$ 597 | \$ 18,057 | |
| 102 | Monthly Invoicing | | | 21 | | | | | | 21 | \$ 6,111 | \$ 209 | \$ 6,320 | |
| 103 | Subconsultant Agreements & Admin | 8 | | 4 | 12 | | | | | 24 | \$ 6,580 | \$ 239 | \$ 6,819 | |
| 104 | Quality Control | | | 2 | 8 | | | | | 10 | \$ 2,630 | \$ 100 | \$ 2,730 | |
| 105 | Project Kickoff Meeting | | | 8 | 16 | | | | | 24 | \$ 6,424 | \$ 239 | \$ 6,663 | |
| 106 | Progress Meetings | | | 12 | 24 | | | | | 36 | \$ 9,636 | \$ 358 | \$ 9,994 | |
| | Sub-total Hours | 8 | 0 | 107 | 60 | 0 | 0 | 0 | 0 | 175 | \$ 48,841 | \$ 1,741 | \$ 50,582 | - |
| Task 2 | Permitting Assistance | | | | | | | | | | | | | |
| 201 | Wetlands and Protected Species | | | | 4 | | 8 | | 16 | 28 | \$ 6,608 | \$ 279 | \$ 6,887 | |
| 202 | Cultural Resources | | | | 4 | | 8 | | 16 | 28 | \$ 6,608 | \$ 279 | \$ 6,887 | |
| 203 | Floodplain Permit | | | | 8 | | 4 | | | 12 | \$ 3,168 | \$ 119 | \$ 3,287 | |
| 204 | MoDOT and City Right-of-Way Permit | | | 8 | 8 | | 4 | | | 20 | \$ 5,496 | \$ 199 | \$ 5,695 | |
| | Sub-total Hours | 0 | 0 | 8 | 24 | 0 | 24 | 0 | 32 | 88 | \$ 21,880 | \$ 876 | \$ 22,756 | - |
| Task 3 | Design Phase | | | | | | | | | | | | | |
| 301 | Sewer Main Survey and ROW | | | 8 | 16 | | | 16 | | 40 | \$ 9,336 | \$ 65,398 | \$ 74,734 | \$ 65,000 |
| 302 | Geotechnical Investigation | 8 | | 8 | 16 | | | 8 | | 40 | \$ 10,224 | \$ 13,398 | \$ 23,622 | \$ 13,000 |
| 303 | Preliminary Design (60%) | 16 | 20 | 24 | 82 | 163 | | 164 | | 469 | \$ 98,038 | \$ 4,667 | \$ 102,705 | |
| 304 | Pre-Final Design (90%) | 16 | 12 | 12 | 41 | 82 | | 82 | | 245 | \$ 52,040 | \$ 2,438 | \$ 54,478 | |
| 305 | Final Bidding & Construction Documents (100%) | | 8 | 8 | 14 | 28 | | 28 | | 86 | \$ 18,448 | \$ 856 | \$ 19,304 | |
| | Sub-total Hours | 40 | 40 | 60 | 169 | 273 | 0 | 298 | 0 | 880 | \$ 188,086 | \$ 86,756 | \$ 274,842 | \$ 78,000 |
| Task 4 | Bid Phase Services | | | | | | | | | | | | | |
| 401 | Pre-Bid Conference | | | 6 | 16 | | | | | 22 | \$ 5,842 | \$ 219 | \$ 6,061 | |
| 402 | Engineer's Opinion of Probable Construction Cost | | 8 | | 16 | | | | | 24 | \$ 6,440 | \$ 239 | \$ 6,679 | |
| 403 | Bid Assistance and Evaluation | | | 4 | 16 | | | | | 20 | \$ 5,260 | \$ 199 | \$ 5,459 | |
| 404 | Conforming Documents | | | | 8 | | | 8 | | 16 | \$ 3,504 | \$ 159 | \$ 3,663 | |
| | Sub-total Hours | 0 | 8 | 10 | 56 | 0 | 0 | 8 | 0 | 82 | \$ 21,046 | \$ 816 | \$ 21,862 | - |
| Task 5 | Construction Phase Services | | | | | | | | | | | | | |
| 501 | Contractor Communication Support | | | | 24 | | | | | 24 | \$ 6,144 | \$ 239 | \$ 6,383 | |
| 502 | Interpretations of Contract Documents | | | | 48 | | | | | 48 | \$ 12,288 | \$ 478 | \$ 12,766 | |
| 503 | Preconstruction Conference | | | | 8 | | | | | 8 | \$ 2,048 | \$ 80 | \$ 2,128 | |
| 504 | Review & Process Substitutions & Or Equals | | | | 4 | | | | | 4 | \$ 1,024 | \$ 40 | \$ 1,064 | |
| 505 | Perform Site Visits | | | | 4 | | | | | 4 | \$ 1,024 | \$ 40 | \$ 1,064 | |
| 506 | Shop Drawings & Data Submittals | | | | 15 | | | | | 15 | \$ 3,840 | \$ 149 | \$ 3,989 | |
| 507 | Evaluate Work Change Directives & Change Order Requests | | | | 20 | | | | | 20 | \$ 5,120 | \$ 199 | \$ 5,319 | |
| 508 | Substantial Completion Inspection | | | | 8 | | | | | 8 | \$ 2,048 | \$ 80 | \$ 2,128 | |
| 509 | Final Completion Inspection | | | | 8 | | | | | 8 | \$ 2,048 | \$ 80 | \$ 2,128 | |
| | Sub-total Hours | 0 | 0 | 0 | 139 | 0 | 0 | 0 | 0 | 139 | \$ 35,584 | \$ 1,383 | \$ 36,967 | - |
| Task 6 | Project Closeout | | | | | | | | | | | | | |
| 601 | Construction Record Drawings | | | | 16 | | | 32 | | 48 | \$ 9,920 | \$ 10,478 | \$ 20,398 | \$ 10,000 |
| | Sub-total Hours | 0 | 0 | 0 | 16 | 0 | 0 | 32 | 0 | 48 | \$ 9,920 | \$ 10,478 | \$ 20,398 | \$ 10,000 |
| Total Project | | 48 | 48 | 185 | 464 | 273 | 24 | 338 | 32 | 1,412 | \$ 325,357 | \$ 102,049 | \$ 427,406 | \$ 88,000 |

| Fee Summary | |
|-----------------------------------|-------------------|
| Burns & McDonnell Fee | \$ 325,357 |
| Expense Fee | \$ 102,049 |
| Total Proposed Project Fee | \$ 427,406 |