MODIFICATION NO. 1 TO AGREEMENT
DATED MARCH 3, 2026 (RFQ NO. 2026-014)
FOR PROFESSIONAL ENGINEERING SERVICES
FOR CEDAR CREEK INTERCEPTOR PHASE 4 IMPROVEMENTS

THIS MODIFICATION NUMBER 1 TO AGREEMENT ("Modification") made and entered into this ____ day of _____, 2026, 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 March 3, 2026 (RFQ No. 2026-014) for professional engineering services for the Cedar Creek Interceptor Phase 4 Improvements (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 and Fee Estimate", 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 Schedule of Billing Rates 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 Forty-Six Thousand and One-Hundred and Fifty-nine Dollars ($446,159.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Seven Hundred and Fifty-One Thousand and Nine Hundred and Twelve Dollars ($751,912.00).

B. The amended total not to exceed amount for both the Basic Services and Optional Services is Seven Hundred and Fifty-One Thousand and Nine Hundred and Twelve Dollars ($751,912.00).

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:

_____

BY: _____

TITLE: _____

ATTEST:

_____

EXHIBIT A-1M - **SCOPE OF SERVICES**

Project Title: Cedar Creek Interceptor Phase 4 Improvements (Project)

PROJECT DESCRIPTION

The following Scope of Services describes ENGINEER's services associated with the Project. These services through Bid Phase will be completed within 9 months after the Notice to Proceed.

The Cedar Creek Phase 4 Interceptor Evaluation and Recommendations Report completed in July 2026 provided recommendations to reduce the sanitary sewer backups and overflows with the service area in the Cedar Creek sanitary sewer interceptor. Exhibit 2A references the preliminary alignment and layout for Alternative 2.

ENGINEER's Scope of Services for this Project includes project administration, sewer main route topographic survey, geotechnical services, permitting services, preliminary and final detailed design, bid phase services, and construction phase services. Drawings will show plans and details for the proposed Alternative 2 improvements with sewer main profiles and relevant details.

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 7 – Detailed Design Project Management and Administration
Task 8 – Permitting Assistance
Task 9 – Detailed Design Phase
Task 10 – Bid Phase
Task 11 – Construction Phase

Assumptions:

- Scope is based on Alternative 2 as detailed in Exhibit 2A attached and in the Cedar Creek Phase 4 Improvements Basis of Design Report dated July 2026.
- OWNER will provide all public outreach efforts, as needed.
- Owner will be responsible for construction observation and representation.

Task 7 – Detailed Design 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.

a. 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 documentation of services; scheduling and assignment of ENGINEER's personnel resources; and continuous monitoring of work progress.

b. Monthly Invoicing

Prepare and submit monthly invoices to the OWNER.

c. 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.

d. 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.

e. Progress Meetings – Detailed 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 8 – Permitting Assistance

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

2. The project will qualify for NWP 58 and a PCN will not be required.
3. 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.

4. The project will impact regulatory floodplain and floodplain and will require a floodplain development permit with the City.
5. The CLIENT would be responsible for all permit application fees associated with the MoDOT and Lincoln County Highway Department utility permits.
6. No other permit fees are required or included in this cost estimate.

c. Wetlands and Protected Species

Based on the results of the desktop wetland evaluation, it is anticipated that the Project would be authorized under a USACE NWP 58 for utility line activities for water and other substances. A Pre-Construction Notice may be required due to the stream crossings temporarily impacting greater than 1/10th of an acre of WOTUS. A wetland delineation will be performed to determine precise impacts to Water Of The United States.

d. Floodplain Permit

The proposed project route would require construction within a regulatory floodplain and floodway. ENGINEER will aid OWNER in communication with the floodplain administer to submit a floodplain development permit.

Task 9 – Detailed Design Phase

a. Sewer Main Topographic Survey

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

1. Topography - Provide a detailed topographic survey of the area outlined in red shown on the project limits map, approximately 6,300 linear feet of topography. Topography will be a strip approximately 150 feet wide (75 feet left and right of existing sewer mains) 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.
2. 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.
3. Legal Descriptions and Exhibits – Prepare additional legal descriptions and exhibits for a total of twelve (12) easements for use by the OWNER to acquire easements, right-of-ways, and/or properties.

b. 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 19 borings. All borings will be drilled to auger refusal, or up to a depth of at least 20 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.

c. Preliminary Design (60% Design)

Based on the Alternative 2 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. 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 Documentation – 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.

d. 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 Documentation - 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.

e. 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:

5. Two paper sets of the final sealed Contract Documents.
6. 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 10 – Bid Phase Services

a. Pre-Bid Conference

ENGINEER will facilitate 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

b. 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 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

c. 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:

Two paper sets of the final sealed conformed Contract Documents.

Electronic set of the final sealed conformed Contract Documents in PDF format

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Exhibit A2 – Cedar Creek Phase IV Sewer Improvements Alternative 2 Selection

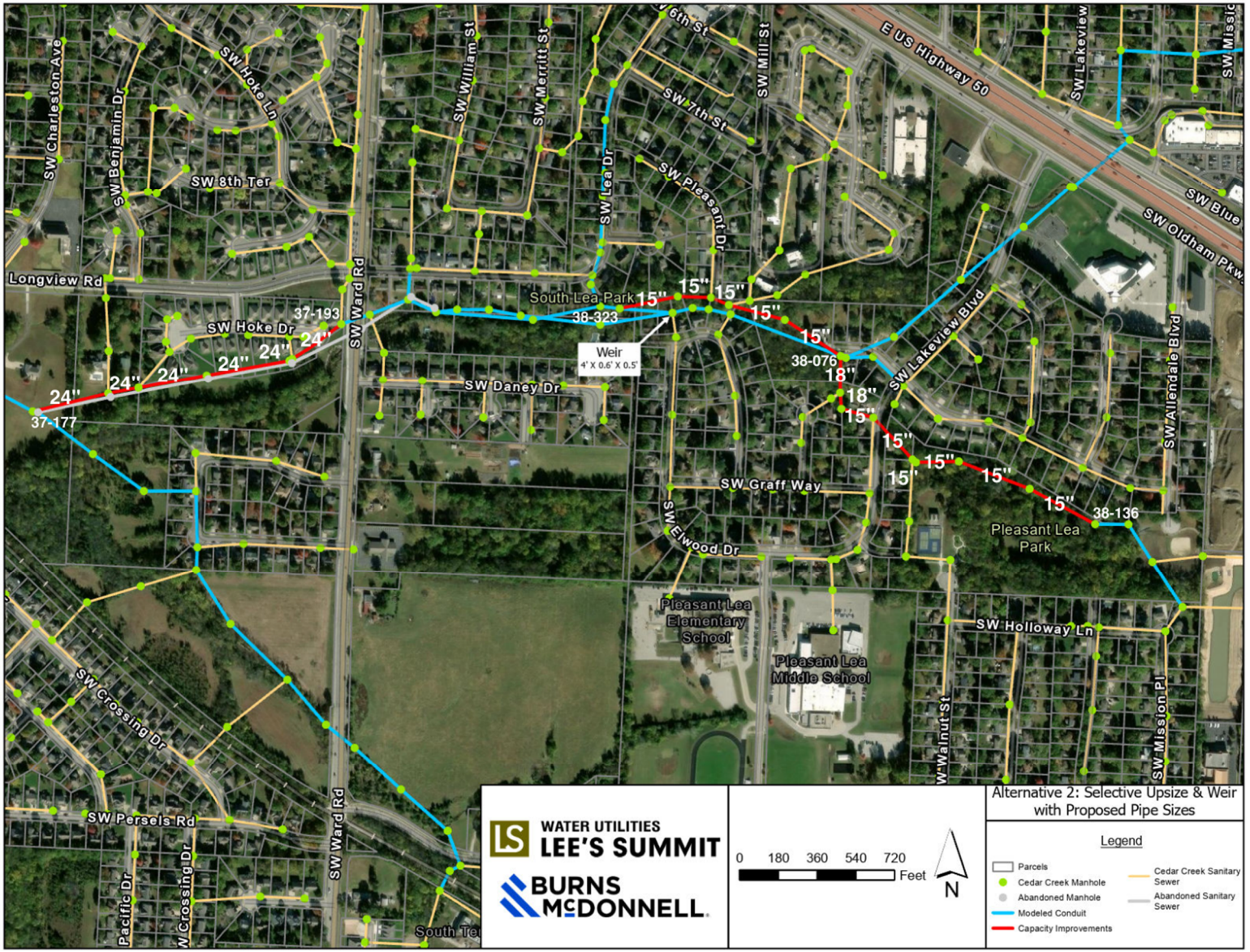

EXHIBIT B-1 - Fee Estimate

Cedar Creek Interceptor Phase IV Improvements - Final Design Amendment 1

Lee's Summit, MO

Task	Project Tasks	BMI	QC Team	Proj Admin	Project Manager	Assistant Engineer	Detailer/Designer	Estimater	Lead Enviro Scientist	Assit Enviro Scientist	Total Hours	Labor Fee	Expense Fee	Total Fee	Tech Fee ($9.95)	Expense	Outside Services
		6	16	8	16	9	10	13	14	9							
Task 7	**Detailed Design Project Management**																
a	Project Management Services			36	36						72	$ 17,748	$ 886	$ 18,634	$ 716	$ 170	
b	Monthly Invoicing			12	12						24	$ 5,916	$ 239	$ 6,155	$ 239		
c	Subconsultant Agreements & Admin			8	4						12	$ 2,656	$ 219	$ 2,875	$ 119	$ 100	
d	Quality Control				2	8					10	$ 2,252	$ 520	$ 2,772	$ 100	$ 420	
e	Progress Meetings				12	24					36	$ 8,688	$ 358	$ 9,046	$ 358		
	Sub-total Hours	0	0	56	66	32	0	0	0	0	**154**	**$ 37,260**	**$ 2,222**	**$ 39,482**	$ 1,532	$ 690	-
Task 8	**Permitting Assistance**																
a	Wetlands and Protected Species					4			8	16	28	$ 6,564	$ 279	$ 6,843	$ 279		
b	Floodplain Permit					8			4		12	$ 2,880	$ 119	$ 2,999	$ 119		
	Sub-total Hours	0	0	0	0	12	0	0	12	16	**40**	**$ 9,444**	**$ 398**	**$ 9,842**	$ 398	-	-
Task 9	**Detailed Deisgn Phase**																
a	Survey Main Topographic Survey				8	16	16				40	$ 9,440	$ 63,438	$ 72,878	$ 398		$ 63,040
b	Geotechnical Investigation		8		8	16	8				40	$ 10,192	$ 50,398	$ 60,590	$ 398		$ 50,000
c	Preliminary Design (60%)	160	16		48	240	220	36			720	$ 146,256	$ 7,164	$ 153,420	$ 7,164		
d	Pre-Final Design (90%)	40	16		20	120	82	12			290	$ 62,144	$ 2,886	$ 65,030	$ 2,886		
e	Final Bidding & Construction Documents (100%)	20		20	10	60	40	8			158	$ 32,304	$ 1,572	$ 33,876	$ 1,572		
	Sub-total Hours	220	40	20	94	452	366	56	0	0	**1,248**	**$ 260,336**	**$ 125,458**	**$ 385,794**	$ 12,418	-	$ 113,040
Task 10	**Bid Phase**																
a	Pre-Bid Conference			4	4	8					16	$ 3,580	$ 159	$ 3,739	$ 159		
b	Bid Assistance and Evaluation	12		4	4	8					28	$ 4,792	$ 279	$ 5,071	$ 279		
c	Conforming Documents			4	2	4					10	$ 2,132	$ 100	$ 2,232	$ 100		
	Sub-total Hours	12	0	12	10	20	0	0	0	0	**54**	**$ 10,504**	**$ 537**	**$ 11,041**	$ 537	-	-
	Total Project	**232**	**40**	**88**	**170**	**516**	**366**	**56**	**12**	**16**	**1,496**	**$ 317,544**	**$ 128,615**	**$ 446,159**	**$ 14,885**	**$ 690**	**$ 113,040**

Fee Summary

Burns & McDonnell Fee	$ 317,544
Expense Fee	$ 128,615
Total Proposed Project Fee	**$ 446,159**