MODIFICATION NO. 3 TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR DOUGLAS ROAD IMPROVEMENTS – 2ND STREET TO CHIPMAN ROAD (RFQ NO. 2022-061)

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 2026, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Kimley-Horn and Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement for Professional Engineering Services for Douglas Street Improvements – 2nd Street to Chipman Road (RFQ No. 2022-61) dated October 27th, 2022 (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer amended the provisions of the Base Agreement with Modification No. 1 dated November 30, 2023, to provide additional stormwater analysis and update City lighting specifications; and

WHEREAS, City and Engineer amended the provisions of the Base Agreement with Modification No. 2 dated March 28, 2024, to provide street view renderings herein; and

WHEREAS, City and Engineer have determined the necessity to incorporate construction and engineering administration support services (hereinafter "Services"); and

WHEREAS, Engineer has submitted a proposal with estimated costs to provide the Services; and

WHEREAS, the City desires to further modify the Base Agreement, as amended, with Engineer for the Services (hereinafter "Modification No. 3").

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 amended as outlined in Exhibit A, attached hereto and incorporated by reference.

ARTICLE IV
PAYMENTS TO THE ENGINEER

Article IV of the Base Agreement, as amended in Modification No. 3, is hereby amended to provide additional compensation to Engineer as follows:

The additional compensation to be paid to Engineer for the amended Basic Services described in Article I of this Modification No. 3 above shall not exceed the total sum of Ninety-Three Thousand Seven Hundred Thirty Dollars ($93,730.00). The total fees (hourly fees and expenses) for the Basic Services is

hereby amended and shall not exceed the total sum of One Million Two Hundred Forty-Nine Thousand Three Hundred Sixty-Three Dollars ($1,249,363.00).

The amended total not to exceed amount for both the Basic Services and Optional Services is One Million Four Hundred Forty-Two Thousand Forty-Eight Dollars ($1,442,048.00).

ARTICLE V
COMPLETION TIME

No modifications to the completion time are necessary for this modification.

ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement, as amended, not amended by this Modification No. 3 to Agreement shall remain in full force and effect.

This Modification No. 3 to Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

The remainder of this page left blank on purpose.

IN WITNESS WHEREOF, the parties have caused this Modification to Agreement to be executed on the ____ day of _____, 2026.

CITY OF LEE'S SUMMIT, MISSOURI

_____
Mark Dunning, City Manager

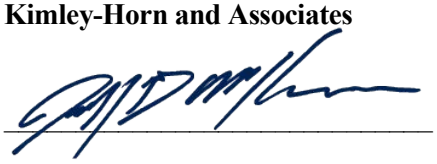
ATTEST:

_____
City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

_____
Scott Ison, Chief Council of Infrastructure & Recreation

Kimley-Horn and Associates



BY: Jeff D. McKerrow, P.E., PTOE, ENV-SP

TITLE: Associate

ATTEST:

_____

Kimley»Horn

February 16, 2026

CONTRACT AMENDMENT – CONSTRUCTION ADMINISTRATION AND FIBER OPTIC INSTALLATION
DOUGLAS ROAD IMPROVMENTS
2ND STREET TO CHIPMAN ROAD
LEE'S SUMMIT, MISSOURI

The following Scope of Services describes the Design Professional's additional services for the following items in conjunction with the Douglas Road Improvements project (RFQ NO. 2022-061) for the City of Lee's Summit Public Works Department ("City"). These services are added to the agreement dated November 30, 2023. All other terms and conditions set forth in the original agreement as amended remain in full force.

Amendment Scope:

Construction administration to support the City's full-time inspection of the project.

SCOPE

1. Construction Administration
    a. The Consultant shall attend two progress meetings per month as scheduled by the City. It is assumed that the construction duration will be approximately 13 months and the Consultant shall attend meetings as requested to resolve routine issues that may arise during construction.
2. Construction Submittals
    a. Review shop drawings and other construction submittals within 5 business days of receipt by Kimley-Horn. Submittals will be loaded into DocExpress by Contractor and Kimley-Horn will need to access and comment utilizing DocExpress.
3. Contractor's Requests
    a. Assist the City with responding to Requests for Information (RFI's) from the Contractor.
    b. Assist the City with reviewing Contractor submitted Change Orders.
4. As-Builts
    a. After construction is completed and accepted, prepare as-built drawings.
    b. Submit as-built drawings to the City for approval. Incorporate comments. Note that the Contractor shall be responsible for all surveys.
5. Fiber Optic Conduit System
    a. Design plans will be developed for underground fiber optic conduit installation to be included in the Douglas Street Improvements project. The fiber optic conduit system will begin at the south end of the project where the City's existing fiber optic cable is installed overhead along 1st Street. The fiber optic conduit will follow the proposed street lighting conduit system. The conduit will terminate at the north end of the project at the existing underground fiber optic pull box in the southwest corner of the Chipman Road & Douglas Street intersection. Fiber optic pull boxes will be spaced at

intervals no closer than 500 feet along the proposed conduit system. Conduit routing will be indicated on the street lighting plan sheets. Conduit quantities will be included in the street lighting quantity table.

ADDITIONAL SERVICES

Any services not specifically provided for herein, as well as changes in the scope of pro-posed services and revisions requested by the Client after substantial completion of the proposed services, will be considered Additional Services and will be performed at our hourly rates. Potential services not addressed in this Agreement, but which may be required include, but are not limited to:

1. Fiber optic splicing diagrams

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Marked-up plans showing the desired fiber route

ASSUMPTIONS

The following tasks are not included in this scope, but may be added as an Additional Service:

1. Construction inspections; periodic, part-time or full-time
2. Payroll and Wage Rate services
3. Construction testing
4. Environmental reviews, investigations, permitting and clearances
5. SWPPP management and stormwater compliance reviews
6. Signal timing
7. Surveying or right-of-way and construction staking
8. Property acquisition services

END OF SCOPE OF SERVICES