

**MODIFICATION NO. 3 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR OLIVE AND ORCHARD ROAD AND STORM SEWER IMPROVEMENTS –
DOUGLAS ST. TO CHIPMAN RD.
(RFQ NO. 2022-060)**

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 Olive and Orchard Road and Storm Sewer Improvements – Douglas St to Chipman Road (RFQ No. 2022-060) dated November 21, 2022 (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated November 30, 2023, to include additional design and survey for storm water infrastructure; and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 2 dated January 16, 2024, to include additional survey for storm water infrastructure; and

WHEREAS, City staff has 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 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 herein by reference.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement, as amended, 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 Eighty-Five

Thousand Four Hundred and Sixty Dollars and zero cents (\$85,460.00). The total fees (hourly fees and expenses) for the Basic Services and Optional Services is One Million Seventy-One Thousand Eight Hundred and Ninety-Three Dollars and Fifty cents (\$1,071,893.50).

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

All other terms of the Base Agreement not amended by this Modification 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.

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 & Recreation

ENGINEER:



BY: Jeff D. McKerrow, PE, PTOE
TITLE: Associate

ATTEST:

Lora Diallo



January 28, 2026

**CONTRACT AMENDMENT – CONSTRUCTION ADMINISTRATION
OLIVE AND ORCHARD ROAD AND STORM SEWER IMPROVEMENTS
LEE’S SUMMIT, MISSOURI**

The following Scope of Services describes the Design Professional’s additional services for the following items in conjunction with the Olive and Orchard Road and Storm Sewer Improvements project (RFQ NO. 2022-060) for the City of Lee’s Summit Public Works Department (“City”). These services are added to the agreement dated November 21st, 2022. 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.

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