

## Exhibit 1

**MODIFICATION NO. 1 TO  
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR OLIVE AND ORCHARD ROAD AND STORM SEWER IMPROVEMENTS –  
DOUGLAS ST. TO CHIPMAN RD.  
(RFQ NO. 2022-60)**

**THIS MODIFICATION TO AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 Sewer Improvements – Douglas St. to Chipman Rd. (RFQ No. 2022-60) dated November 21<sup>st</sup>, 2022 (hereinafter "Base Agreement"); and

**WHEREAS**, City and Engineer desire to amend the provisions of the Base Agreement, as amended, 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 contracts 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 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 follows (changes in ***bold italic***):

**1.1 General**

Section 1.1 of the original agreement is hereby amended as follows:

The scope of services, based upon the City Design Authorization Memo, includes evaluation of improvement alternatives, surveying, roadway design, water line design, preparation of property acquisition documents, geotechnical investigations, traffic data collection, and utility coordination for improvements to Orchard Street from Douglas Street to Olive Street, Olive Street from Chipman Road south to the end of the street, Central Street from Orchard Street to Forest Avenue (storm sewer main only), ***and Forest Avenue west of Douglas Street (storm sewer main only)***. For the storm sewer improvements new trunklines will be extended down Central Street and Forest Avenue and additional surface drainage improvements may be included. Improvements will consist primarily of constructing a two-lane city street with curb & gutters, five-foot sidewalk, enclosed stormwater systems, stormwater BMP's, retaining walls (if

needed), signage, pavement markings, temporary traffic control, and a new eight-inch water main. Also included is the study and remediation of structure flooding within the project limits.

## 1.2 Surveys

Section 1.2.1 of the original agreement is hereby amended as follows:

Powell will conduct field surveys, utilizing radial topography methods or mobile lidar, at intervals and for distances along the project site as appropriate for modeling the existing ground (maximum of 25-foot intervals), including locations of pertinent features or improvements. Powell will locate buildings and other structures, streets, existing enclosed drainage features (including pipe sizes and flow lines) for structures that front Orchard Street west of Douglas Street, Olive Street, Central Street between Olive Street and Forest Avenue, **and Forest Avenue west of Douglas Street** and one additional structure downstream, existing crossroad culverts (including sizes and flow lines), existing streetlights, existing traffic signals, pull boxes, controllers, power supplies, sidewalks, shared-use paths, street signs, trees over four inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, sanitary sewer manhole and pipe diameters and their flow lines, and any other pertinent topographic features that may be present at and/or along the project site. Powell will establish benchmarks and control points for use during construction.

### 1.12 Final Design (PS&E Submittal)

Section 1.12.4 of the original agreement is hereby amended as follows:

*The following task item will be added to the bulleted list as the second bullet.*

- *Revise preliminary construction document plan to include stormwater from the Douglas project that will be conveyed down Forest Avenue via a new storm sewer trunkline.*
- *Develop plans and details for the inclusion of a retaining wall within the proposed storage solution. Retaining wall will be up to six (6) feet tall and up to four hundred and fifty (450) feet long within the proposed storage solution and be either a cast-in-place or modular stabilized earth (MSE) retaining wall.*

Section 1.12.5 Design of Forest Avenue Storm Sewer Trunkline will be added as a new task.

The following scope of services will be added to the contract.

Section 1.12.5 Design of Storm Sewer Trunkline down Forest Avenue

Engineer will provide design services required to design and incorporate into the construction plan set approximately 850 linear feet of new storm sewer. As part of the work, Engineer will:

- Coordinate the storm sewer route with the City.
  - The storm sewer is expected to be installed on the north side of Forest Avenue, within the existing right of way and existing pavement.
- Survey existing Forest Avenue between Douglas Street and Central Street as per the scope of services established in section 1.1 Surveys and this modification.

- Perform existing utility review, coordination, and notify City of any conflicts that may require utility relocation.
- Prepare up to sixteen (16) easement descriptions and acquisition documents, if needed.
- Prepare preliminary and final design and construction drawings.

Section 1.12.6 Sanitary Sewer Main Relocation will be added as a new task.

The following scope of services will be added to the contract.

#### Section 1.12.6 Sanitary Sewer Main Relocation

Engineer will provide design services required to relocate approximately 460 linear feet of existing 12-inch cast iron sanitary sewer in proximity of the proposed detention basin to its discharge into the existing gravity sewer system to the southeast. As part of the work, Engineer will:

- Coordinate the sanitary sewer main relocation route with the City, taking into account the proposed detention basin.
  - The new 10-inch sanitary sewer main material is expected to be HDPE or fusible PVC in order to minimize fittings. Ductile iron will not be used for this force main relocation.
- Review relocation plans for natural gas and electric lines, and notify City of any conflicts that may require utility relocation.
- Preparation of a permanent utility easement exhibit and description documents will be completed.
- Prepare preliminary drawings to include horizontal and vertical alignments with notations.
- Submit 60% design drawings to the City for review and comment.
- Meet with City discuss preliminary design.
- Address City comments and make revisions as necessary.
- Final design will include plan and profile drawings, details, specifications (if applicable), and quantity development.
- Coordinate environmental issues with Missouri Department of Natural Resources (MDNR).

Section 1.14 Phase 1 Services will be added as a new task.

The following scope of services will be added to the contract.

#### **Section 1.14 Phase 1 Services**

The Engineer will perform Phase 1 environmental review for the parcel of ground located at 315 NW Olive Street in Lee's Summit, Missouri.

Phase 2 services are not included in this modification. If Phase 2 services are needed the scope of services will be negotiated for inclusion in a future modification.

### **3.0 Project Deliverables and Permits**

Section 3.0 of the original agreement is hereby amended as follows:

The following deliverable will be added to the numbered list.

16. One (1) copy of the MDNR sewer main construction permit.

**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:

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I of this Modification No. 1 above shall not exceed the total sum of One Hundred Nineteen Thousand One Hundred One Dollars and Fifty Cents (\$119,101.50). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Nine Hundred Sixty-Four Thousand Five Hundred Twenty-Nine Dollars and Fifty Cents (\$964,529.50). See Exhibit B for the Modification No. 5 fee estimate.
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Nine Hundred Seventy-Four Thousand Five Hundred Twenty-Nine Dollars and Fifty Cents (\$974,529.50).

**ARTICLE V  
COMPLETION TIME**

Article V of the Base Agreement, as amended, is hereby amended as follows:

The additional Title I services which include scope of service items 1.12.4, 1.12.5, 1.126, and 1.14 shall be completed in accordance with the existing schedule.

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

All other terms of the Base Agreement, as amended, not amended by this Modification No. 1 to Agreement shall remain in full force and effect.

This Modification No. 1 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 \_\_\_\_\_, 2023.

**CITY OF LEE'S SUMMIT, MISSOURI**

\_\_\_\_\_  
Mark Dunning, City Manager

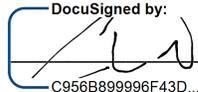
ATTEST:

\_\_\_\_\_  
City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of City Attorney

**Kimley-Horn and Associates**

DocuSigned by:  
  
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BY: Craig West  
TITLE: Vice President

ATTEST:

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