

**SUPPLEMENTAL AGREEMENT NO. 1  
FOR PROFESSIONAL SERVICES  
City of Olathe, Kansas**

This Supplemental Agreement made this \_\_\_\_\_ day of December, 2025, by and between the City of Olathe ("City") and Burns & McDonnell Engineering Company, Inc. ("Consultant") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated April 1, 2025 ("the Agreement"), for Design Services for the Cedar Creek Wastewater Treatment Plant Expansion Phase II and Cedar Creek Wastewater Treatment Plant Solids Handling Rehabilitation Project; PN 1-C-013-25 and 1-C-025-25 ("Project"); and

WHEREAS, Section II.B.2 of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Agreement when such services are requested or authorized in writing by the City; and

WHEREAS, this Supplemental Agreement between the Parties is to provide additional Design Services for the Cedar Creek Wastewater Treatment Plant Solids Expansion for the Project as outlined in **Exhibit A** of this Supplemental Agreement, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into this Supplemental Agreement to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional services in this Supplemental Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

- A. The Agreement is hereby amended as follows: The scope of services now includes additional scope of services for Task 500 (Design Package 4 Services), as described in **Exhibit A** of this Supplemental Agreement.
- B. The total fee for the additional professional services provided pursuant to this Supplemental Agreement is One Million Four Hundred Eighty-Five Thousand Three Hundred Forty-Four Dollars and Zero Cents (\$1,485,344.00), which raises the total fee for all services provided under the Agreement from Six Million Two Hundred One Thousand Three Hundred Thirteen Dollars and Zero Cents (\$6,201,313.00) to Seven Million Six Hundred Eighty-Six Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$7,686,657.00).

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written Supplemental Agreement

approved by the Parties and by this Supplemental Agreement, including all policies of insurance which will cover the work authorized by this Supplemental Agreement.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be executed as of the day and year first above written.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

Burns & McDonnell Engineering Company, Inc.

By: \_\_\_\_\_  
Darin Brickman  
Vice President  
9400 Ward Parkway  
Kansas City, MO 64114

## Exhibit A – Scope of Services

### 1. General

#### **Task Series 100 – Project Management and Administration**

**Delete** Exhibit C, Paragraph 4.1.1.1 in the prime agreement dated 2025 04 01 in its entirety and **replace** with: *"4.1.1.1. Includes the scope of services specified herein for the period from Notice to Proceed through completion of (a) Task Series 300, Task Series 400, Task Series 500, Task Series 600, and Task Series 800, or (b) December 31, 2026, whichever occurs first."*

#### **500. Task Series 500 – Design Package 4 Services**

Includes the scope of services for the expansion of the biosolids handling system including a new biosolids dewatering building and expansion of the thickened waste activated sludge storage capacity.

##### 500.1. Preliminary Design

###### 500.1.1. General

500.1.1.1. The intent of the preliminary design is to fix the location and footprint of proposed facilities relative to existing and planned features to enable each of the disciplines to begin creation of the drawing and specifications (i.e. construction documents). The primary objective is to progress to the point that subsequent phases of design development can proceed without the risk that new or unknown Project requirements will require the proposed facilities to shift in location or increase in size.

500.1.1.2. Preliminary design submission will primarily take the form of sketches, drawings, and specifications that depict the Project construction scope but are not necessarily previews or early versions of what will become the issued for construction documents.

500.1.1.3. Milestone design submittal to include the consolidated City/CMAR Partner review comment log from previous milestone submittal.

500.1.1.4. Project to utilize the Consultant's specification system. Provide draft list of specifications with the preliminary design milestone submission.

###### 500.1.2. Civil

500.1.2.1. Sketch major yard piping alignments with a focus on identifying potential conflicts with existing site utilities, features, and right of way concerns.

500.1.2.2. Depict draft siting of major buildings and structures to avoid conflicts with existing features.

500.1.2.3. Locate laydown areas, develop preliminary grading plan, and identify stormwater elements.

500.1.2.4. Identify and partial implementation of compliance requirements from authorities having jurisdiction.

#### 500.1.3. Architectural

- 500.1.3.1. Develop sketches for general arrangement and footprint of major structures.
- 500.1.3.2. Define architectural theme and develop preliminary architectural renderings of the facilities.
- 500.1.3.3. Identify materials of construction and coatings.
- 500.1.3.4. Develop preliminary code compliance report.

#### 500.1.4. Structural

- 500.1.4.1. Select materials of construction and preferred method(s) for supporting new structures.
- 500.1.4.2. Determine rough building sizing inclusive of process, electrical, and mechanical accommodation.
- 500.1.4.3. Develop sections showing major equipment as boxes with elevations and building heights.
- 500.1.4.4. Identify preliminary demolition locations/extents/plans.

#### 500.1.5. Process and Instrumentation

- 500.1.5.1. Develop near final process flow diagram, flow balance, mass balance, unit process capacities, weights, and dimensions.
- 500.1.5.2. Complete near final process and instrumentation diagrams below the line (process) and draft above the line (SCADA, HMI, PLC, power bands).
- 500.1.5.3. Develop draft process equipment specifications for long lead equipment and potential early procurement.
- 500.1.5.4. Develop process control narratives.

#### 500.1.6. Process

- 500.1.6.1. Develop hydraulic profile that integrates existing and proposed facilities and that includes reasonable contingency/allowance for additional minor losses.
- 500.1.6.2. Achieve near final equipment layout with consideration of O&M removal/placement procedures, including structural elements as well as space allowances for pipe supports, architectural, electrical, control, and mechanical/plumbing features.
- 500.1.6.3. Create process equipment list to enable elaboration by other disciplines.
- 500.1.6.4. Drawings to depict process piping one lines, with two-lines in tightly constrained areas.

500.1.6.5. Sections to show major equipment with elevations and reasonable allowance/depiction of pipe supports.

500.1.6.6. Identify preliminary demolition locations/extents/plans.

#### 500.1.7. Mechanical

500.1.7.1. Develop NFPA 820 determinations with air changing specified and heating/cooling loads determined.

500.1.7.2. HVAC equipment sizing based on building size and materials of construction, with recognition of insulation requirements accommodated by architectural.

500.1.7.3. Create preliminary mechanical room layouts with duct alignments arranged with recognition of structural, process, and architectural elements.

500.1.7.4. Provide additions to the equipment list to enable elaboration by other disciplines.

#### 500.1.8. Plumbing

500.1.8.1. Identify key plumbing and drainage requirements, including identification of building/process sump requirements.

#### 500.1.9. Fire Protection

500.1.9.1. Create allowance for life safety, fire suppression, and fire alarm panel features and appurtenance.

#### 500.1.10. Electrical

500.1.10.1. Develop site layout for electrical distribution.

500.1.10.2. Continue development of load list (e.g., total HP requirements), refined single line diagrams, and MCC sizing in concert with design development of other disciplines.

500.1.10.3. Confirm electrical room sizes with preliminary location and layout of major equipment inclusive of identification/accommodation of code clearances.

500.1.10.4. Initiate draft instrument device schedule, draft control system block diagrams, and above the line portion of process and instrumentation diagrams.

500.1.10.5. Develop draft electrical and control equipment specifications for long lead equipment and potential early procurement.

500.1.10.6. Incorporate electrical elements into the equipment list.

#### 500.1.11. Building Information Modeling

500.1.11.1. Confirm all relevant existing City CAD in Consultant possession and establish implementation plan for inclusion within Revit/Civil 3D/AutoCAD in City standard-compliant condition.

500.1.11.2. Refine drawing list to establish drawing table of content, which is also to be used as a design management tool.

500.1.11.3. Support development of primary plans and sections, including major equipment tags, but little other annotation/notes.

500.1.11.4. The physical attributes of the project 3D models will be developed to a Level of Development (LOD) 200, based on the 2019 BIMFORUM Level of Development Specification.

#### 500.1.12. Opinion of Probable Cost of Construction

500.1.12.1. Consultant understands that the CMAR Partner is responsible for the development of opinions of probable costs of construction (OPCCs) and that these OPCCs will also become Guaranteed Maximum Prices (GMPs) developed by the CMAR Partner at times appropriate to the design progression, Project schedule, and construction packaging. Consultant is to review the CMAR Partner-developed GMPs and advise the City of its findings.

### 500.2. Intermediate Design

#### 500.2.1. General

500.2.1.1. The intent of intermediate design is the conversion of the preliminary design Consultant Documents into drawings and specifications. The primary objectives are the organization of standard details and creation of plans, sections, and details to demonstrate adherence with the Project requirements.

500.2.1.2. Milestone design submittal to include the consolidated City/CMAR Partner review comment log from previous milestone submittal.

#### 500.2.2. Civil

500.2.2.1. Create near final site plan with major yard piping alignments supporting all disciplines, including site electrical.

500.2.2.2. Develop draft plans/profiles for yard piping and draft profiles of gravity sewers

500.2.2.3. Continue development of draft specifications.

#### 500.2.3. Architectural

500.2.3.1. Finalize floor plans.

500.2.3.2. Develop and annotate draft plans, sections, and details including associated architectural schedules.

500.2.3.3. Continue development of draft specifications.

500.2.3.4. Complete code compliance report with structural, mechanical, and electrical.

#### 500.2.4. Structural

- 500.2.4.1. Progress all plans and sections, with areas requiring details identified.
- 500.2.4.2. Advance structural calculations with reinforcement requirements well-defined.
- 500.2.4.3. Continue development of draft specifications.

#### 500.2.5. Process and Instrumentation

- 500.2.5.1. Finalize equipment list.
- 500.2.5.2. Finalize process and instrumentation diagrams below the line, including ancillary systems (e.g., seal water, utility stations), and advance above the line (SCADA, HMI, PLC, power bands) elements.
- 500.2.5.3. Develop process control narratives near final.

#### 500.2.6. Process

- 500.2.6.1. Complete major equipment layout with all plans, sections, and details in progress or near final.
- 500.2.6.2. Confirm completion of pumped system curves.
- 500.2.6.3. Develop gate and valve schedule and identify method of actuation for each.
- 500.2.6.4. Continue specification development, with most near final.

#### 500.2.7. Mechanical

- 500.2.7.1. Develop draft plans and sections.
- 500.2.7.2. Identify and initiate specifications.

#### 500.2.8. Plumbing

- 500.2.8.1. Develop draft plans and sections.
- 500.2.8.2. Locate floor drains, including equipment pad drains, and work with process and structural, to confirm gravity capacities.
- 500.2.8.3. Identify and initiate specifications.

#### 500.2.9. Fire Protection

- 500.2.9.1. Confirm area occupancies and life safety requirements through building code analysis with architectural.
- 500.2.9.2. Locate major fire suppression features and appurtenances, if any.
- 500.2.9.3. Identify and initiate specifications.

500.2.10. Electrical

500.2.10.1. Develop detailed control system block diagrams with near final load list and single line diagrams.

500.2.10.2. Identify instrumentation details, including updated instrumentation device schedule, and draft I/O list.

500.2.10.3. Provide preliminary sequence of operations/control with process and mechanical.

500.2.11. Building Information Modeling

500.2.11.1. Organize and maintain the sheet index and standard details.

500.2.11.2. Initiate and drive the sheet production period through implementation of the BIM execution plan.

500.2.11.3. Proactively support design development through creation of plans, sections, and detail sheets for subsequent annotation by the disciplines.

500.2.11.4. The physical attributes of the project 3D models will be developed to a Level of Development (LOD) 300, based on the 2019 BIMFORUM Level of Development Specification.

500.3. Final Design

500.3.1. General

500.3.1.1. The intent of final design is the completion of the construction document (i.e., drawings and specifications) development phase to the level necessary to confidently finalize procurement planning, conform Project budget requirements, and support permit applications. All planned drawings and specifications should be developed to confirm alignment across disciplines. Content development following the final design milestone submission is intended to be only administrative and procurement content.

500.3.1.2. Milestone design submittal to include the consolidated City/CMAR Partner review comment log from previous milestone submittal.

500.3.2. Civil

500.3.2.1. Finalize site plans and sections, details, and specifications.

500.3.3. Architectural

500.3.3.1. Finalize site plans and sections, details, and specifications.

500.3.4. Structural

500.3.4.1. Finalize site plans and sections, details, and specifications.

500.3.5. Process and Instrumentation

500.3.5.1. Confirm achievement of design criteria with other disciplines since previous milestone submission.

500.3.5.2. Provide control narratives/sequences of operations including historian settings, limit switches, alarms, and adjustable setpoints.

#### 500.3.6. Process

500.3.6.1. Finalize site plans and sections, details, and specifications.

#### 500.3.7. Mechanical

500.3.7.1. Finalize site plans and sections, details, and specifications.

#### 500.3.8. Plumbing

500.3.8.1. Finalize site plans and sections, details, and specifications.

#### 500.3.9. Fire Protection

500.3.9.1. Incorporate fire suppression features and appurtenances, if any.

500.3.9.2. Finalize specifications.

#### 500.3.10. Electrical

500.3.10.1. Finalize process and instrumentation diagrams above the line.

500.3.10.2. Complete control panel layouts, instrument installation details, instrument device schedule, updated I/O list, and control system block diagrams.

500.3.10.3. Finish sequences of operation and control block description/control finalized addressing feedback on operational modes, historian settings, limit switches reviewed, alarms reviewed, and adjustable setpoints.

#### 500.3.11. Building Information Modeling

500.3.11.1. Finalize detailing, notes, and annotation.

500.3.11.2. Confirm completion of sheet index with drawing set including specified standard details.

500.3.11.3. Complete cross-check for plan, section, and detail callouts.

500.3.11.4. Confirm compliance with City CAD standards.

500.3.11.5. The physical attributes of the project 3D models will be developed to a Level of Development (LOD) 300, based on the 2019 BIMFORUM Level of Development Specification.

#### 500.4. Issued for Construction

500.4.1. The intent of the issued for construction submission is the production of a complete design that is both biddable and buildable by a competent contractor and incorporates final review comments by the City from the final design milestone submission.

500.4.2. Communicate with the City and authorities having jurisdiction for permitting and Project approval requirements. Permit applications and necessary documents will be prepared and provided to the City for signature and submittal as required.

500.4.3. Appropriate Consultant Documents to be authenticated (i.e., sealed and signed) by the registered professionals of record appropriate to their areas of design responsibility.

500.4.4. Clarifications to the issued for construction documents may be prompted as a result of the procurement period administered by the CMAR Partner. Clarifications to the issued for construction documents may be addressed through narrative responses approved by the registered professionals of record appropriate to their areas of design responsibility without modification to the drawings and specifications provided that the clarifications are formally appended to the CMAR Partner's (and their subcontractor's) contract documents.

#### 500.5. Procurement Services

500.5.1. Procurement services (i.e. Bidding Phase) to be initiated, led, and administered by the City and CMAR Partner.

500.5.2. Assist the City and CMAR Partner in their preparation for procurement periods in the form of supporting development of pre-bid meeting agendas, presentation materials to summarize the contract scope, and participation in pre-bid Plant walkthroughs. Consultant assumes there will be four procurement packages.

500.5.3. Bids developed by the CMAR Partner, its potential equipment and material suppliers, and its potential subcontractors are to be based on full compliance with the issued for construction documents. Deviations, substitutions, and exceptions to the issued for construction documents will not be considered by the Consultant during the procurement period.

500.5.4. Support procurement in the form of responding to formal requests for information from potential bidders through the procurement system established and managed by the City and CMAR Partner.

500.5.5. Prepare addenda in drawing, specification, and/or documentary form during the procurement period as required to clarify and provide resolutions to inconsistencies, ambiguities, or errors in these documents, if any.

500.5.6. CMAR Partner retains responsibility for assembly, organization, packaging, and issuance of the conformed issue for construction documents at the conclusion of the procurement period.