

**MODIFICATION NO. 2 TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR WARD ROAD IMPROVEMENTS (County Line Road to Raintree Parkway)
(RFQ NO. 18532272-D)**

THIS MODIFICATION NO. 2 is made and entered into this ____ day of _____, 2018, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Affinis Corp (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into a Professional Engineering Services Agreement (RFQ No. 18532272-D) ("Base Agreement"); and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

WHEREAS, City and Engineer desire to modify Article I, III, and IV of the Base Agreement to specify and authorize the performance of certain Basic Scope of Services for Construction Phase Services.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties to amend the Base Agreement as follows:

**ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

Article I of the Base Agreement is hereby amended by adding the following services to be provided by Engineer:

1. Construction Phase Services
 - a. Plan, coordinate and conduct a Construction Phase Public Meeting. The meeting will introduce stakeholders to the construction services team including City staff and the selected Contractor. Provide project information, drawings, displays and all information necessary for the meeting.
 - b. Coordinate utility support as needed.
 - i. Provide PDF or hard copy final plan set to utilities.
 - c. Attend pre-construction meeting (1 meeting).
 - d. Complete submittal reviews (per Section 01116 of Specifications).
 - e. Provide construction phase coordination and plan review. The City will direct questions regarding design to the Engineer, from the Contractor, as necessary.
 - f. Provide Engineer review and approval of Change Orders (CO) (up to 10 CO's). Engineer will be asked for review assistance only on Change Orders impacting design. Engineer will be provided a copy of all other change orders.
 - g. Attend a progress meeting once each month and for each construction phase change (14 Months, 2 construction phases).
 - h. Conduct a site visit for each construction phase plus assume once every 2 weeks. Review the extension of the RCB structure at least once in conjunction with the site visit.

- i. Provide a review and decision on any claims submitted by the Contractor and forwarded by the City in accordance with Article 10.05 of the Standard General Conditions of the Construction Contract (up to 4 claims).
- j. Attend project final inspection.
- k. Provide record drawings to city within 30 days of final inspection.
 - i. Record drawings include road/drainage improvements and LS water utility improvements. Engineer will provide field survey for as-built records up to 16 hours for a 2-person crew.
 - ii. Mark-up plans will be provided by the Contractor and/or City for incorporation into record drawings.

**ARTICLE III
SCOPE OF SERVICES TO BE PROVIDED BY CITY**

Article III of the Base Agreement is hereby amended by adding the following services to be provided by City:

- 1. Construction Phase Services
 - a. Inspection
 - b. Construction Project Management
 - c. Schedule and attend utility relocation meeting. Make agenda, record meeting, take notes and distribute meeting minutes.
 - d. Notify stakeholders of construction phase public meeting.
 - e. Schedule and attend pre-construction meeting. Make agenda, record meeting, take notes and distribute meeting minutes.
 - f. Verify 30% work by Prime Contractor.
 - g. Verify information posters on site.
 - h. City staff will coordinate providing Contractor submittals to Engineer and obtaining Engineer comments. City staff will communicate review comments and approvals to Contractor.
 - i. Include Engineer on distribution list for QC/QA test results.
 - j. Forward copies of change orders to Engineer.
 - k. Maintain project diaries (daily, payment).
 - l. Review and process monthly pay estimates (copy Engineer).
 - m. Enforce land disturbance permit provisions of project.
 - n. Retain construction documents, diaries, etc. as required.
 - o. Conduct prevailing wage interviews, review certified payrolls.
 - p. Facilitate / coordinate dispute resolution.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV-B. of the Base Agreement 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. 2, above shall not exceed the total sum of Sixty One Thousand One Hundred Forty Dollars (\$61,140.00).

B. The amended total not to exceed amount for both the Basic Services and Optional Services is Six Hundred Four Thousand Three Hundred Thirty Five Dollars (\$604,335.00).

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

The parties agree that all other terms and conditions of the Base Agreement not amended by this Modification No. 2 shall remain in full force and effect.

THIS MODIFICATION NO. 2 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 Agreement to be executed on the ____ day of _____ 2018.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy K. Yendes,
Chief Council of Infrastructure and Planning,
Office of City Attorney

ENGINEER:

BY: _____

TITLE: _____

ATTEST:
