

**MODIFICATION NO. 2 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES
FOR LANGSFORD ROAD BRIDGE REHABILITATION (RFQ NO. 44112-D)**

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Bartlett & West, Inc., (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated April 10, 2012 (Project 44112-D) for professional engineering services for Murray Road Culvert Replacement and Bridge Evaluation Services (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer desire to amend the provisions of the Base Agreement 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 follows:

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

Article I of the Base Agreement is hereby amended as follows:

The Base Agreement is hereby amended to add services to be provided by Engineer related to the design and construction services for the Langsford Road Bridge Rehabilitation as set forth in Exhibit A attached hereto and incorporated by reference as if fully set forth herein.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement is hereby amended to provide additional compensation to Engineer as follows:

For the services performed by Engineer pursuant to the Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with the Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer a maximum fee for Basic Services and Optional Services in the sum of three hundred eighty-six thousand five hundred thirty dollars and fifty cents (\$386,530.50).

- A. The additional compensation to be paid to Engineer for the amended Basic Services described in Article I above shall not exceed the total sum of twenty-two thousand two hundred fifteen dollars and zero cents (\$22,215.00). The total fees (hourly fees and expenses) for the Basic Services are hereby amended and shall not exceed the total sum of three hundred thirty-five thousand five hundred fifty-one dollars and fifty cents (\$335,551.50).
- B. The compensation to be paid to Engineer for the Optional Services described in Article II above shall remain unchanged and not exceed the total sum of fifty thousand nine hundred seventy-nine dollars and no cents (\$50,979.00).
- C. No Changes

**ARTICLE V
COMPLETION TIME**

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

- | | |
|---------------------------------|--------------|
| A. Basic Services | January 2019 |
| B. Optional Services | No change |
| C. Construction Services | No change |

**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. 2 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 _____, 2018.

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Counsel, Infrastructure and Planning

ENGINEER:

BY: Robert A. Gilbert, P.E.
TITLE: Office Leader

ATTEST:

Todd Kempker, P.E.
Project Manager