

EXHIBIT 1 TO ORDINANCE

**MODIFICATION NO. 1 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES
FOR SAMPSON ROAD REPLACEMENT AND STORMWATER IMPROVEMENTS
(RFQ No. 2023-041)**

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Wilson & Company (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement for Professional Engineering Services for Sampson Road Replacement and Stormwater Improvements (RFQ No. 2023-041) dated April 21, 2023 (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 to also include the services contained in *Exhibit A*, attached hereto and incorporated herein by reference.

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

Article IV 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. 1, above shall not exceed the total sum of Five Hundred Seventy-Three Thousand Three Hundred Forty dollars (\$573,340.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is One Million One Hundred Fifty-Seven Thousand Eight Hundred Seventy-Five Dollars (\$1,157,875.00).

EXHIBIT 1 TO ORDINANCE

C. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in *Exhibit B* attached hereto and incorporated herein by reference.

**ARTICLE V
COMPLETION TIME**

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

B. Construction Phase Services – construction to commence in January 2025 and be completed by December 2025.

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

All other terms of the Base Agreement, 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.

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IN WITNESS WHEREOF, the parties have caused this Modification to Agreement to be executed on the ____ day of _____, 20____.

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

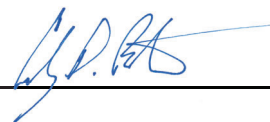
**WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS**



BY: Justin C. Klaudt

TITLE: Senior Vice President

ATTEST:



November 21, 2024

EXHIBIT A TO MODIFICATION 1 TO AGREEMENT

Karen Allison
Senior Staff Engineer
City of Lee's Summit
220 SE Green Street.
Lee's Summit, MO 64063

Re: **Sampson Road Bridge Replacement and Stormwater Improvements – Additional Services Authorization Request**

Ms. Allison,

This additional services request serves the purpose of outlining the Construction Related Services scope to support the City of Lee's Summit (CITY) with Construction Administration and Observation.

Construction Related Services

General Scope of Services

This scope includes construction administration and construction observation services for the work to administer the construction contract on behalf of the CITY and confirm compliance with the contract documents as outlined in the following sections.

The total time allowed by the construction contract documents is 300 calendar days so this fee proposal based on a 300-calendar day construction schedule. In the event that the CONTRACTOR exceeds this schedule, additional compensation for Construction Related Services will be negotiated. Should the construction contract not proceed in a normal schedule as described herein, said scope of services and estimated fee shall be subject to revision. Assumed working days are five (5) days per week, and ten (10) hours per day.

Wilson & Company, Inc. (WCI) will provide a Construction Project Manager (CPM) and designated Resident Project Representative (RPR) for the construction of Sampson Road Bridge Replacement and Stormwater Improvements. The CPM will administer the construction contract for the CITY. The CPM will coordinate with the CITY on all contract modification measures, construction changes, and for final approval of all pay applications.

The RPR shall provide Full Time observation during the major construction of the project and to determine if the work is proceeding in accordance with the Contract Documents. The RPR shall keep the CITY informed of the progress and quality of the work. The RPR does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. The duties and responsibilities of the RPR and assistants are set forth below:

Liaison: Serve as the CITY's liaison with the CONTRACTOR to assist in understanding the intent of the Contract Documents; and serve as the CITY's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the CITY's operations.

Limitations of Authority: The RPR & CPM:

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Design Professional (ENGINEER) and approved by the CITY.
- Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

In addition to the CPM and RPR, the ENGINEER will participate in regular meetings to confirm progress and as a technical resource when needed as outlined below.

1.1. Project Management

1.1.1 Coordinate and manage WCI personnel to assure project is proceeding in accordance with the Contract Documents.

1.1.2 Invoicing and Progress Reports

Consultant will develop invoices on a 4-week cycle. Each invoice will include a progress report including description of progress over that period, anticipated efforts for the next period, outstanding issues, data needed, and any other pertinent information needed to communicate the progress of the project.

1.2. Conferences and Meetings

CPM, RPR, and ENGINEER will schedule and conduct meetings with the CONTRACTOR and CITY (as needed), such as preconstruction conferences, monthly progress meetings, job conferences and other project related meetings, and prepare and circulate copies of meeting notes thereof.

1.3. Shop Drawings and Approvals

The ENGINEER is responsible for reviewing and approval of all shop drawings and submittals within the time allotted in the contract documents, Section 01116. This includes both the Consultant (ENGINEER) review items, and the CPM review items outlined in Section 01116. This includes reviewing the preconstruction video in accordance with Section 1130 Construction Recording.

1.4. Review of Work, Rejection of Defective Work, Observations and Tests:

1.4.1. Conduct observations of the Work in progress to assist the CITY in determining if the Work is proceeding in accordance with the Contract Documents.

1.4.2. Report to the CITY whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any test or approval required to be made; and advise the CITY of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, or approval.

1.4.3. The RPR will not retain a geotechnical service directly but will coordinate and schedule with the CITY contracted geotechnical testing firm for QA testing as described in Section 1306 of the Project Manual.

1.4.4. The CPM will review the QA laboratory invoicing and make recommendations to the CITY for payment.

- 1.4.5. The RPR will review the CONTRACTOR's QC testing results as required by the contract documents. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof; and observe, record and report to the CITY appropriate details relative to the test procedures and startups.
- 1.4.6. Accompany visitors representing public or other agencies having jurisdiction over the Project, record any results of these visits and report to the CITY.
- 1.4.7. RPR will provide a second construction observer for certain parts of the work as needed, including things like foundation construction, major bridge construction, and when critical work is spread out. The exact timing of the contractors schedule and work sequencing is unknown at this time so an assumption of 200 hours is included in this scope. If it is determined that more time is needed it will be negotiated as an additional service.
- 1.4.8. The CPM will review the video inspection of the storm sewer system required by PSP8 2602.3.

1.5 Interpretations of Contract Documents:

RPR will report to the ENGINEER and the CITY when clarifications and interpretations of the Contract Documents are needed and transmit to the CONTRACTOR and the CITY clarifications and interpretations as issued by the ENGINEER.

The ENGINEER will provide clarifications and interpretations of RFIs and CONTRACTOR questions.

1.6 Modifications:

Consider and evaluate the CONTRACTOR's suggestions for modifications in Drawings or specifications and report with the RPR's recommendations to the ENGINEER and the CITY. Transmit to the CONTRACTOR and the CITY decisions as issued by the ENGINEER.

The ENGINEER will make plan revisions as necessitated by conditions encountered in the field during construction.

Records:

- 1.6.1 The CPM and RPR will utilize the City's preferred project records management system, DocEx, and contract tracking software, Appia. The Appia licensing cost is estimated at \$4,500 per year, plus tax and is included in this scope.
- 1.6.2 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings, Submittals, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- 1.6.3 Keep a diary in Appia, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CITY.
- 1.6.4 Quantify and record daily pay quantities in compliance with the Contract Documents, measurement and payment Section 01120.

- 1.6.5 Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- 1.6.6 As-built drawings will be prepared by redlining field changes on the plans in coordination with the contractor. The final as-built drawings will be prepared based on the redlines by the ENGINEER and delivered in PDF format. AutoCad files will also be delivered.

1.7 Reports:

- 1.7.1 Furnish the CITY with weekly reports of progress of the Work and of the CONTRACTOR's compliance with the progress and submittals.
- 1.7.2 Notify the CITY in advance of scheduled major tests or start of important phases of the Work.
- 1.7.3 Draft proposed Changed Orders and Work Directive Changes, obtaining backup material from the CONTRACTOR and recommend to the CITY Change Orders, Work Directive Changes, and Field Orders.
- 1.7.4 Report immediately to the ENGINEER and the CITY the occurrence of any accident.

1.8 Payment Requests:

Review CONTRACTOR payment requests and coordinate with the CONTRACTOR regarding quantities and recommend approval or denial to the CITY.

1.9 Completion:

- 1.9.1 Before the CITY issues a Certificate of Substantial Completion, submit to the CONTRACTOR, with copy to the CITY, a list of observed items requiring completion or correction.
- 1.9.2 RPR, CPM and ENGINEER will participate in the final inspection in the company of the CITY and CONTRACTOR. and prepare a final list of items to be completed or corrected.
- 1.9.3 Observe that all items on final list have been completed or corrected and make recommendations to the CITY, concerning acceptance.
- 1.9.4 The RPR and CPM will collect and review the closeout documentation submitted by the CONTRACTOR for compliance with Section 1310 Project Closeout.

1.10 Bridge Inspection and SI&A Form

- 1.10.1 Initial Bridge Inspection Rating
ENGINEER will complete initial inspection of the as-built Sampson Road Bridge and develop the Initial Bridge Rating documents in accordance with MoDOT EPG 753
- 1.10.2 Structure Inventory and Appraisal (SI&A)
ENGINEER will complete a Structural Inventory & Appraisal Sheet (SI&A) for the Sampson bridge over Mouse Creek. The SI&A must be completed in accordance with 136.7.2.2.6.3 of the MoDOT EPG and in accordance with the Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges (RCG).

1.11 As-Built Survey of the Floodplain Bench Area

- 1.11.1 The Survey Manager will coordinate with the designated survey crew in regard to the Scope of work that will be required on this project. A kick-off meeting will be held with the ENGINEER and CPM to discuss the project in detail.
- 1.11.2 The Horizontal and Vertical Control for this project will be referenced to the Missouri State Plane Coordinate System, NAD83(2011), West Zone for horizontal purposes

and NAVD 88 utilizing Geoid18 for project elevations. OPUS positioning will be performed to establish permanent project control. WCI (Wilson & Company, Inc.) will provide a minimum of (3) control points and (2) benchmarks near the project for the Design Survey as well as provide reference ties to project control that can be recovered for future work such as the construction of proposed design.

1.11.3 Topographic Survey

- Procuring Missouri One-Calls for markings of any underground utilities within the project limits.
- 3-D Terrestrial Lidar Scan may be utilized for those areas under the bridge on Sampson Rd.
- Topography will include but not limited to the following: Top of Embankment, toe of embankment, flowline of creek, miscellaneous grade break locations, edge of pavements, approximate centerline of road, existing drainage structures within the project limits, spot elevation for surface model generation, vertical clearances of overhead structures and visible utility markings as provided by Missouri One-Call.
- The existing bridge survey will consist of locating the limits of the bridge geometry, including but not limited to the edges of the wear surface, bent and pile locations, top of pier caps, low chord of exterior only girders.

1.11.4 As-Built Cad Basemap

The cad base mapping for this project will consist of taking the field data provided by the crew and processing this information into working drawing for the design team and hydrology team to utilize. The base map will include, but not limited to, (existing evidence of underground utilities, signs, and existing tracks, top of rails, power poles, and vegetation and cross drainage pipes). Plot scale of the base map will be 1"=20' or other designated scale by the design engineer and drawn with WCI Workspace Standards in U.S. Survey Feet.

1.11.5 Field check and office check of the base map for accuracy of feature locations.

1.11.6 The ENGINEER will complete a surface and hydraulic cross section comparison of the as-built surface to the design surface. A memo will be produced describing final grading adjustments needed (if any) to meet the design grades.

Services Not Included

The scope of services described above do not include the following additional services. If they are discovered to be needed, they will be negotiated at that time.

1. Lab and Field Testing
2. As-built surveying services will be limited to the floodplain survey described in section 1.11 above.
3. Boundary surveying services are not included.
4. Construction staking services are not included.
5. Traffic control is not anticipated or included as part of this scope.
6. Other items not specifically mentioned in the above scope.

Total Construction Related Services Budget Request = \$573,340.00

**EXHIBIT B TO MODIFICATION 1 TO AGREEMENT
2024 Hourly Rates**



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicenced)	\$ 99.00	\$ 99.00
A2	Intern Architect, Job Captain (Unlicenced)	\$ 109.00	\$ 109.00
A3	Intern Architect, Job Captain (Unlicenced)	\$ 124.00	\$ 124.00
A4	Architect (Licenced)	\$ 164.00	\$ 164.00
A5	Architect (Licenced)	\$ 192.00	\$ 192.00
A6	Architect (Licenced)	\$ 224.00	\$ 224.00
A7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
AD1	Receptionist/File Clerk	\$ 65.00	\$ 97.50
AD2	Administrative Assistant II/Receptionist	\$ 75.00	\$ 112.50
AD3	Administrative Assistant III/Receptionist	\$ 81.00	\$ 121.50
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 100.00	\$ 150.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 112.00	\$ 168.00
FC1	Junior Construction Observer	\$ 76.00	\$ 114.00
FC2	Construction Observer/Inspector	\$ 87.00	\$ 130.50
FC3	Construction Observer/Inspector	\$ 106.00	\$ 159.00
FC4	Construction Observer/Inspector	\$ 124.00	\$ 186.00
FC5	Senior Construction Observer/Inspector	\$ 149.00	\$ 149.00
FC6	Senior Construction Observer/Inspector	\$ 180.00	\$ 180.00
FS1	Survey Tech I	\$ 65.00	\$ 97.50
FS2	Survey Tech II	\$ 72.00	\$ 108.00
FS3	Survey Tech III	\$ 81.00	\$ 121.50
FS4	Crew Chief, Senior Crew Chief	\$ 100.00	\$ 150.00
FS5	Chief Surveyor (Licensed)	\$ 140.00	\$ 138.00
FS6	Survey Manager (Licensed)	\$ 200.00	\$ 180.00
FS7	Operations Manager (Licenced)	\$ 240.00	\$ 240.00
IA1	Intern I	\$ 50.00	\$ 75.00
IA2	Intern II	\$ 66.00	\$ 99.00
IA3	Intern III	\$ 69.00	\$ 103.50
IA4	Intern IV	\$ 75.00	\$ 112.50
OD1	CADD Technician (entry level)	\$ 75.00	\$ 112.50
OD2	CADD Technician	\$ 84.00	\$ 126.00
OD3	CADD Technician	\$ 93.00	\$ 139.50
OD4	CADD Technician	\$ 116.00	\$ 174.00
OD5	Senior CADD Technician/CADD Manager	\$ 137.00	\$ 205.50
OP1	Apprentice Stereo Operator	\$ 65.00	\$ 97.50
OP2	Stereo Operator	\$ 72.00	\$ 108.00
OP3	Stereo Operator/GIS Analyst	\$ 85.00	\$ 127.50
OP4	Stereo Operator/GIS Analyst	\$ 118.00	\$ 177.00
OP5	Chief Photogrammetrist	\$ 140.00	\$ 210.00
OP6	Chief Photogrammetrist	\$ 180.00	\$ 180.00

EXHIBIT B
2024 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
OP7	Chief Photogrammetrist	\$ 248.00	\$ 248.00
P1	Graduate Enginner (Unlicensed)	\$ 118.00	\$ 118.00
P2	Graduate Enginner (Unlicensed)	\$ 120.00	\$ 120.00
P3	Staff Detail Designer (Unlicensed)	\$ 140.00	\$ 140.00
P4	Staff Detail Designer (Licensed)	\$ 170.00	\$ 170.00
P5	Project Engineer, Project Manager (Licensed)	\$ 220.00	\$ 220.00
P6	Senior Project Manager (Licensed)	\$ 270.00	\$ 270.00
P7	Department Head, Principal (Licensed)	\$ 300.00	\$ 300.00
PL1	Junior Planner (Unlicensed)	\$ 84.00	\$ 126.00
PL2	Junior Planner (Unlicensed)	\$ 97.00	\$ 145.50
PL3	Planner (Unlicensed)	\$ 118.00	\$ 177.00
PL4	Senior Planner (Licensed)	\$ 147.00	\$ 147.00
PL5	Senior Planner/Project Mgr (Licensed)	\$ 194.00	\$ 194.00
PL6	Senior Planner/Project Manager (Licensed)	\$ 242.00	\$ 242.00
PL7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
PD1	CADD Designer	\$ 87.00	\$ 130.50
PD2	CADD Designer	\$ 95.00	\$ 142.50
PD3	CADD Designer	\$ 125.00	\$ 187.50
PD4	Senior CADD Designer	\$ 140.00	\$ 140.00
PD5	Senior CADD Designer	\$ 165.00	\$ 165.00
RP1	Railroad Professional	\$ 152.00	\$ 152.00
RP2	Railroad Professional	\$ 165.00	\$ 165.00
RP3	Railroad Professional	\$ 180.00	\$ 180.00
RP4	Railroad Professional Senior	\$ 199.00	\$ 199.00
RP5	Railroad Professional Manager	\$ 208.00	\$ 208.00
RP6	Senior Railroad Specialist, RR Project Manager	\$ 228.00	\$ 228.00
SP1	Junior RE Specialist/Consultant	\$ 66.00	\$ 99.00
SP2	RE Specialist/Public Involvement/Consultant	\$ 90.00	\$ 135.00
SP3	Planner/ROW Agent/Project Manager	\$ 110.00	\$ 165.00
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 160.00	\$ 160.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 200.00	\$ 200.00
SP6	Senior RE Specialist/Planner/Project Manager	\$ 240.00	\$ 240.00
SP7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00