

**MODIFICATION NO. 2 TO AGREEMENT  
DATED 07/03/2018 (RFQ NO. 73-3221)  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR CHIPMAN ROAD from VIEW HIGH DRIVE to BENT TREE DRIVE**

**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, Inc. (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an Agreement dated 07/03/2018 (RFQ No. 73-3221) for professional engineering services for Chipman Road from View High Drive to Bent Tree Drive (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, as amended, is hereby amended as shown in Exhibit A, entitled "Rock Island Pedestrian Bridge over Chipman Road Scope of Services", attached hereto and incorporated herein by reference.

**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. 2, above shall not exceed the total sum of Fifteen Thousand Dollars (\$15,000.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Three Hundred Eighty Eight Thousand Four Hundred Ninety Three Dollars (\$388,493.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Four Hundred Six Thousand Three Hundred Forty Dollars (\$406,340.00).

**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 \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendes,  
Chief Counsel of Infrastructure and Planning  
Office of City Attorney

**ENGINEER:**  
  
\_\_\_\_\_  
BY: Justin C. Klaudt  
TITLE: Operations Manager

ATTEST:  
  
\_\_\_\_\_

**EXHIBIT A**  
Rock Island Pedestrian Bridge over Chipman Road  
Scope of Services

May 30, 2019

**General Scope of Services**

The purpose of this agreement is to provide professional design services to develop Final Construction Plans, Specifications, and Estimates for the Rock Island Trail Pedestrian Bridge over Chipman Road. The proposed bridge will be included with the Chipman Road plans.

**Detailed Scope of Services**

**Task 1 – Preliminary Plans (approximately 60% Complete)**

The Consultant will prepare Preliminary Plans for the Rock Island Trail Pedestrian Bridge using the same plan format as the Chipman Road Improvements. The bridge will be a prefabricated model similar to other pedestrian bridges installed by the County along the trail. Abutments will be designed based on previously obtained geotechnical information and bridge manufacturer recommendations. Plan sheets will use the topographic survey collected for the Chipman Road design. A field review will be held with the City of Lee's Summit and Jackson County to determine the preferred alignment. The alignment will be selected to accommodate future planned improvements along the Rock Island corridor.

List of Sheets – The list of sheets to be included will be as follows:

- General Notes
  - Plan Sheets
  - Bridge Layout
  - Abutment Retaining Wall Plan and Profile Sheets
  - Summary of Quantities
  - Construction Phasing Sheet
  - Pedestrian Detour Plan Sheet
  - Miscellaneous Details
- 1.1 Design – The Consultant will prepare the preliminary plans based on the notes, measurements, and recommendations noted in the Field Review.
  - 1.2 Cost Estimate – The Consultant shall prepare a Cost Estimate using bid items and recent bid tabs provided by the City.
  - 1.3 Plan Submittal – Preliminary Plans will be submitted to the City and the County for review and comments.
  - 1.4 Preliminary Plan Meeting – The Consultant shall meet with the City and County staff to review the plans and discuss any comments.

## **Task 2 – Final Plan Development**

The Consultant will prepare Final Plans for the purpose of bidding for construction. The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Manhole Adjustment Details
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

Also, finalize any proposed project specifications.

- 2.1 Plan Revisions – The Consultant will revise the plans and specifications according to any comments received.
- 2.2 Cost Estimate – The Consultant shall revise the Cost Estimate using the recent bid tabs provided by the City.
- 2.3 Plan Submittal – Submit Final Plans and specifications to the City and County for review and comment.
- 2.4 Plan Revisions – The Consultant will prepare Final Plans, Specifications, and Estimate based on comments received in the final plan review.
- 2.5 Plan Submittal to City for Bids – The Consultant will incorporate the plans into the Chipman Road Improvements plans for bidding.

## **Task 3 – Project Management and Quality Control**

- 3.1 This task will include coordination of the Consultant's Project Team, progress reporting to the City/County, and providing timely response to the City from the Project Manager. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).



Proj.: Chipman Road  
 By: JCKlaudt  
 Date: **May 31, 2019**  
 Client: Lee's Summit, MO  
 Notes: Ashurst Extension

**EXHIBIT A**  
**FEE ESTIMATE WORKSHEET**

Fee Revid	CDP
Date:	05/31/19

TASK	WORK TASK DESCRIPTION	ESTIMATED MANHOURS				TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		P6 Project Manager \$190.00	P5 Structural Engineer \$170.00	P2 Design Engineer \$96.00	PD2 CADD Designer \$81.00				
<b>Rock Island Pedestrian Bridge</b>									
Task 1	Preliminary Plans	2	20	40	20	\$ 9,240.00	\$ 70.00	\$ 9,310.00	
Task 2	Final Plans	2	8	20	20	\$ 4,900.00	\$ 70.00	\$ 4,970.00	
Task 3	Project Management and Quality Control	4	2	60	40	\$ 720.00	\$ -	\$ 720.00	
	Subtotal	4	30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00	

<b>TOTALS</b>	<b>4</b>	<b>30</b>	<b>60</b>	<b>40</b>	<b>\$ 14,860.00</b>	<b>\$ 140.00</b>	<b>\$ 15,000.00</b>
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