

**MODIFICATION NO. 2 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES FOR
3rd STREET IMPROVEMENTS FROM JEFFERSON STREET TO BLUE PARKWAY
(RFQ No. 2020-066)**

THIS MODIFICATION NO. 2 TO AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and WSP USA, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement for Professional Engineering Services for 3rd Street Improvements from Jefferson Street to Blue Parkway (RFQ No. 2020-066) dated August 26, 2020 (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer modified the Agreement through Modification No. 1 dated May 25, 2022 (RFQ No. 543-32272B) for Professional Engineering Services for 3rd Street Improvements From Jefferson Street To Blue Parkway (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. 2 above shall not exceed the total sum of One Hundred Six Thousand Dollars (\$106,000.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Seven Hundred Twenty-Nine Thousand Five Hundred Dollars (\$729,500.00).

- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Eight Hundred Thirty-five Thousand Three Hundred Dollars (\$835,300.00).

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

All other terms of the Base Agreement not amended by this Modification No. 2 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Modification to Agreement to be executed on the ____ day of _____, 2023.

CITY OF LEE'S SUMMIT, MISSOURI

Mark Dunning, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

WSP USA, INC.


Digitally signed by
Cogan, Scott (cogansm)
Date: 2023.07.28
07:41:14 -05'00'

BY: Scott M. Cogan

TITLE: Vice President

ATTEST:



VALAREE DREIER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: June 22, 2026
Commission Number: 22867703

Third Street Improvements – Jefferson to Blue Parkway

Supplemental Services to be Provided by Engineer

1. Project Purpose/Justification

The project enhances safety and operations by improving the 3rd Street corridor through complete street improvements to include access management, sidewalks, ADA improvements, lighting, etc. The purpose of this contract amendment is to A. perform additional design related to property owner right-of-way negotiations (and subsequent design changes) and to provide additional coordination with utility companies related to Evergy's decision to re-do their design and B. to provide construction related services.

2. Project Design Services Supplemental Scope

- a. Project Management/Coordination – As a result of the significant utility work associated with AT&T's duct bank relocation in addition to the right-of-way acquisition and Evergy redesign described below, the completion of the Design phase is now expected to be in the Fall of 2023, nearly two years from the original contractual Final Deliverables date of 11/1/2021. This expansion of the design phase will require additional project management, status meetings, and coordination through design completion.
- b. Right-of-Way Negotiation Design Changes – As of late June 2023, 40 of 57 properties had signed agreements for the right-of-way and/or temporary construction easements required for the project as per Right-of-Way Plans dated 6/6/22. Eighteen (18) of the 40 properties required design changes ranging from changing driveway widths to moving/adding driveways, to expanding a parking lot on the back side of one property (Tract 35). In addition to these design changes, it is anticipated through the Condemnation process there will be additional design changes and property owner requested meetings required for the 20 properties not yet acquired.
- c. Utility Coordination – On 3/20/2023, Evergy informed the design team that under a new project manager, they intended to completely redesign their overhead utility facilities to be in a private easement. A meeting was held with the City and Evergy on 4/5/2023 and Evergy confirmed they intended to redesign their facilities and that additional design time and easement acquisition would be required. Additional coordination is required with Evergy throughout the re-design and easement acquisition. Also, two other utilities, Spectrum and Google Fiber, will require additional coordination as they were planning to attach to Evergy's poles.
- d. Design Survey – Additional survey is required on Tract 35 for the parking lot being extended to ensure that drainage will work with new pavement.

3. Construction Related Services Scope

- a. Survey Centerline Staking - The Surveyor shall stake the centerline of the new road marked with PK nails with whiskers. The Centerline will be marked every 100 feet.

- b. Pre-construction meeting – The Engineer shall attend a pre-construction meeting as scheduled by the City.
- c. Contractor Submittal Review - The Engineer shall review Contractor submittals in accordance with the City's standard Submittal Checklist (Section 01116). It is anticipated that shop drawings will be submitted for storm sewers, retaining walls, street lights, traffic signals, and other items listed in the City's Submittal Checklist. It is anticipated that mix designs will be submitted for any concrete items including lighting and signal foundations. It is anticipated that catalog cuts will be submitted for any premanufactured items. Material Certifications will be submitted to the City's Construction Project Manager which will be performed by the City or a Consultant under a separate contract.
- d. Monthly Progress Meetings - The Engineer shall attend in-person monthly progress meetings as scheduled by the City. It is assumed that the construction duration will be approximately 24 working months.
- e. Site Visits – The Engineer will attempt to conduct requested site visits in conjunction with the regularly scheduled monthly progress meetings. Up to an additional 10 site visits will be conducted, upon request, outside of the regularly scheduled progress meetings.
- f. Request for Information (RFI) – The Engineer will respond to and document responses to Contractor's RFIs. Includes up to 25 RFIs. If RFI results in the need for plan revisions, those will be considered a Plan Revision as outlined below.
- g. Plan Revisions – The Engineer will make plan revisions and submit to the Contractor as necessitated by conditions encountered in the field during construction. Includes up to 10 minor plan revisions. Minor plan revisions are considered minimal design changes that require updates to one or two plan sheets. Major plan revisions require more significant work to a section of the plans and/or are significant enough to require multiple updates to plan sheets throughout the plans. Major plan revisions will be negotiated as a future supplement, if required.
- h. As-Built Drawings - The Engineer will prepare as-built drawings based on plan mark-ups from the Contractor and City inspectors. The City shall supply a copy of the record drawings from the Contractor, a copy of the Field Inspector's notes, and any other documentation needed in the preparation of the as-built drawings. An as-built field survey will not be performed.

4. Deliverables

For the Design Services, it is assumed that deliverables would be incorporated into these corresponding remaining Basic Services submittals:

- 95% Plans
- Final Plans, Special Provisions, and Cost Estimate

For Construction Services, the deliverables are as follows:

- Reviewed Shop Drawings, Mix Designs, and Catalog Cuts in PDF format
- Responses to RFIs via email
- Plan Revisions in PDF format
- As-Built Drawings in PDF format