

EXHIBIT 1 TO ORDINANCE

MODIFICATION NO. 4 TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR CHIPMAN ROAD (FROM VIEW HIGH DRIVE TO BENT TREE DRIVE) (RFQ NO. 73-3221)

THIS MODIFICATION TO AGREEMENT made and entered into this ____ day of _____, 2021, 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 for Professional Engineering Services for Chipman Road (from View High Drive to Bent Tree Drive) (RFQ No. 73-3221) dated July 3, 2018 (hereinafter "Base Agreement"); and

WHEREAS, City and Engineer modified the Base Agreement pursuant to Modification No. 1 dated January 28, 2019, to design for the extension of NW Ashurst Drive for detouring during construction; and

WHEREAS, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 2 dated April 24, 2020, to provide design services for the Rock Island Trail Pedestrian Bridge over Chipman Road; and

WHEREAS, City and Engineer further modified the Base Agreement, as amended, pursuant to Modification No. 3 dated August 26, 2020, to provide additional private easements for two utility relocations; and

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

ARTICLE I SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Article I of the Base Agreement, as amended, is hereby further amended to also include the services contained in *Exhibit A*, attached hereto and incorporated herein by reference.

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ARTICLE IV PAYMENTS TO THE ENGINEER

Article IV of the Base Agreement, as amended, is hereby further 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. 4 above shall not exceed the total sum of One Hundred Eleven Thousand Dollars (\$111,000.00). The total fees (hourly fees and expenses) for the Basic Services is hereby amended and shall not exceed the total sum of Five Hundred Six Thousand One Hundred Eighty-Five Dollars (\$506,185.00).
- B. The amended total not to exceed amount for both the Basic Services and Optional Services is Five Hundred Twenty-Four Thousand Thirty-Two Dollars (\$524,032.00).

ARTICLE V COMPLETION TIME

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

- B. Bidding Services – ready to advertise project for bid by February 2022
- C. Construction Phase Services – construction to commence in May 2022 and be complete by October 2023

ARTICLE VIII ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement not amended by this Modification No. 4 to Agreement shall remain in full force and effect.

This Modification No. 4 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 _____, 2021.

CITY OF LEE'S SUMMIT, MISSOURI

Stephen A. Arbo, City Manager

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Office of City Attorney

WILSON & COMPANY, INC.



BY: Justin C. Klaut

TITLE: Vice President

ATTEST:



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Exhibit A
Chipman Road
Amended Scope of Services
Construction Related Services
Lee's Summit Project No. 73-3221

General Scope of Services

The purpose of this contract amendment is to provide construction related services for the Chipman Road improvements.

- 1.1. The Surveyor will stake the proposed right-of-way and easements for two (2) additional properties as requested by the City during property acquisition. Stakes will be wood lath with flagging, spaced at a maximum of fifty (50) feet and located at all PI's.
- 1.2. The Surveyor will stake the centerline of the new road marked with PK nails w/whiskers in pavement or with rebar w/caps if not in pavement. When the road is straight, the centerline will be marked every 100 feet and every 50 feet through curves.
- 1.3. The Consultant shall attend a pre-construction meeting as scheduled by the City.
- 1.4. The Consultant shall review Contractor submitted shop drawings and construction submittals utilizing the City's construction management software as required.
- 1.5. The Consultant shall attend monthly progress meetings as scheduled by the City. It is assumed that the construction duration will be approximately 16 working months.
- 1.6. The Consultant perform general project coordination by responding to RFIs, reviewing change order requests, performing site visits, and attend meetings as requested to resolve routine issues which may arise during construction. The consultant will also make plan revisions as necessitated by conditions encountered in the field during construction.
- 1.7. The Consultant will provide construction observation services for the pedestrian bridge abutments including pile driving operations, rebar placement, and concrete pours. Placement of the bridge will be observed as well.

The City will be responsible for concrete testing and verifying the abutment/bridge elevations and layout.

- 1.8. The Consultant 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.

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- 1.9. Prepare the Request for Letter of Map Revision (LOMR) with required technical data and FEMA forms (i.e. MT-2 forms 1, 2, and 3) required for the project. Technical data will include:
 - 1.9.1. Project maps showing the project location, floodplain, floodway, cross sections, hydraulic structures, and topographic information.
 - 1.9.2. Annotated FIRM panel
 - 1.9.3. HEC-RAS output including profile sheets

The City will be responsible for submitting the LOMR to FEMA for approval. The City will also be responsible for any associated review fees required by FEMA. WCI will coordinate with and address FEMA review comments.