

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-OWNER AGREEMENT**

AMENDMENT No. 2

Date: March 23, 2020

THIS AMENDMENT modifies the Agreement dated November 8, 2016 and all other amendments made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called **ENGINEER**), and Jackson County, Missouri (hereinafter called **COUNTY**) for the following Project: Planning and Design of the Rock Island Corridor Shared Use Path Project located in Jackson County, Missouri. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the **ENGINEER's** Scope of Services is amended per the proposal letter to **COUNTY** dated March 11, 2020, attached hereto as **EXHIBIT A**.
2. No net adjustments resulting from the revised scope of services are made to the **ENGINEER's** compensation for Phase 1 and Phase 2 services as substantiated in **EXHIBIT A**.
3. The time for completion of **ENGINEER's** Additional Services shall be as follows:
 - 3.1 Final Plans, Specifications, and Estimate for the additional services will be completed and submitted for approval by Jackson County and MoDOT within 120 calendar days of the execution of this agreement.
4. Other changes to the Agreement, if any, are stated below:
NONE
5. The terms of this **AMENDMENT** supersede any contrary terms of the Agreement. This **AMENDMENT** will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT** the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

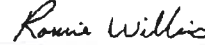
COUNTY: Jackson County, Missouri

ENGINEER: Burns & McDonnell Engineering Company, Inc.

By



By



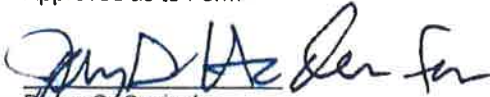
Name: Frank White, Jr

Name: Ronnie Williams, P.E.

Title: County Executive

Title: Department Manager

Approved as to Form

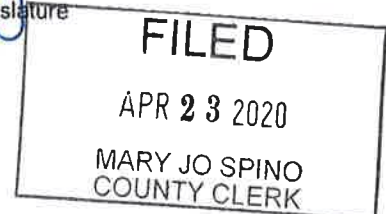


Bryan O. Covinsky
County Counselor

Attest:



Mary Jo Spino
Clerk of the Legislature



**EXHIBIT A
ADDITIONAL SCOPE OF WORK
ADJUSTMENTS TO ENGINEER'S COMPENSATION**

AMENDMENT AGREEMENT #2

- I. The parties agree that the CONSULTANT's Scope of Services is amended as follows:

Railroad Street Trailhead and Parking Design

Task 1 – Conceptual Layout - Using survey and mapping provided by the County for the Rock Island Trail design, redesign the Railroad Street trailhead and parking area to the south of the location shown in the bid documents (Sheets 35 and 131). Prepare a conceptual layout for the trailhead connection to the trail, parking layout, sidewalk ramps, bumping post, and drainage modifications.

Task 2 – Submittal – Submit Layout to County for comments and approval.

Task 3 – Final Plans – Revise the layout based on County comments and finalize the plans, including plan and profile, drainage details, pavement marking and signing, ADA ramps and quantities.

2. The following adjustments are made to the CONSULTANT's compensation:

Compensation for Phase 2 Services is unchanged due to this settlement and compromise with regard to an issue on the design of the North Phase of the above referenced project. In summary, the issue related to the need to strengthen the prefabricated pedestrian bridges to meet an H-10 loading criteria, when the specifications only called for an H-5 loading. Had an H-10 loading for the bridges been specified in the issued specifications, some of the additional costs from the contractor in addressing this as a change could have been avoided.

In order to fully and finally settle and compromise with Jackson County, Missouri, for the additional costs related to this issue, TranSystems will complete the scoped redesign of the Raytown "Railroad Street" trailhead parking lot at no cost to Jackson County or Burns and McDonnell. The redesign of the trailhead parking lot on the North Phase is a requested change from the original design in order to revise the parking location, and represents approximately \$4,000 in additional design costs.

It is expressly agreed and understood that this is a full, final and complete settlement of any and all claims by Jackson County against Burns and McDonnell or TranSystems arising out of or related to any claims for added costs attributable to the strengthening of the pedestrian bridges to the H-10 loading criteria, arising now or in the future.

3. Work completed as a part of the amended scope of services shall be complete within 120 calendar days following the date of the final execution of this amendment.