

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute Amendment No. 3 to the Agreement for Engineering Design Services with HNTB Corporation of Kansas City, MO, for design services relating to the Lee's Summit Road Improvements, Anderson Road to U.S. 40 Highway Project, No. 3122, at an additional cost to the County not to exceed \$20,520.00.

RESOLUTION NO. 18870, June 29, 2015

INTRODUCED BY Greg Grounds, County Legislator

WHEREAS, by Resolution No. 17197, dated March 8, 2010, the Legislature did authorize the execution of an Agreement with HNTB for professional engineering services in connection with improvements to Lee's Summit Road between Anderson Drive and U.S. 40 Highway, at a cost to the County not to exceed \$780,372.00; and,

WHEREAS, by Resolution 18136, dated March 25, 2013, the Legislature did authorize Amendment No. 1 to the Agreement with HNTB Corporation for additional design work and water main upgrades, at an additional cost to the County not to exceed \$224,706.00; and,

WHEREAS, by Resolution 18370, dated January 21, 2014, the Legislature did authorized Amendment No. 2 to the Agreement with HNTB Corporation for changes in roadway and water line design scopes, at an additional cost to the County not to exceed \$19,590.00; and,

WHEREAS, due to unexpected field conditions that have resulted in design and construction issues early in the construction process, the Director of Public Works now

recommends Amendment No. 3 to the Agreement with HNTB Corporation to cover the costs of additional consultation services and plan revisions; and,

WHEREAS, these costs will be covered through the use of Kansas City CURS Bond funds; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be, and hereby is, authorized to execute Amendment No. 3 to the Agreement with HNTB Corporation, of Kansas City, MO, for additional services in connection with the Lee's Summit Road Improvements, Anderson Road to U.S. 40 Highway Project, No. 3122, in a form to be approved by the County Counselor, at an additional cost to the County not to exceed \$20,520.00; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement and Amendments thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Jay D. Holden
Chief Deputy County Counselor

W. Robert Allen
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18870 of June 29, 2015, was duly passed on June 29, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 0

6/29/15
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 015 1540 58070
ACCOUNT TITLE: Public Bldg Corporation C/P Fund
City of Kansas City
City Projects
NOT TO EXCEED: \$20,520.00

June 22, 2015
Date

R. Robert Cooper
Director of Finance and Purchasing

**AMENDMENT NO. 3
To
AGREEMENT FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES**

**For
“IMPROVEMENTS TO LEE’S SUMMIT ROAD, ANDERSON DRIVE TO U.S. 40 HWY”
COUNTY PROJECT NO. 3122; FEDERAL PROJECT NO. STP-3301 (454)**

This Agreement Amendment is made by and between **HNTB Corporation**, hereinafter called “Engineer” or “Consultant”, and the **County of Jackson, Missouri**, hereinafter called “County”, this _____ day of _____ 2015.

Whereas, it is the mutual desire of the parties hereto to amend the Original Agreement, entered into on the March 15, 2010, by Resolution #17197, hereinafter called the “Original Agreement”.

Therefore, it is hereby agreed that the Original Agreement be amended as follows:

ARTICLE I – ADDITIONAL SERVICES:

The following items as described herein and summarized on attached Exhibit A are additional services to be provided by the Engineer:

- 1) Increase consultation budget to cover unexpected field conditions during construction, contractor questions, and minor plan revisions;
- 2) Produce As-Built plans upon completion of construction.

ARTICLE II – PERIOD OF SERVICE:

The Period of Service for both the Original Agreement and this Amendment No. 3 shall be through completion of construction of the improvements. All other services and deliverables not described herein shall remain as stated in the Original Agreement and subsequent Amendments.

ARTICLE III – PAYMENTS TO ENGINEER:

The payment provision shall be revised as described below:

COUNTY will pay a not-to-exceed fee of **\$20,520.00** as compensation for required additional services, including expenses, as set forth in the attached Engineer’s Proposal Exhibit A, and outlined below:

Resolution, Date & Title	Description	Amount
#17197 dated March 15, 2010 Original Agreement with HNTB	Authorized a Roadway Design Agreement	\$780,372
#18136, dated April 1, 2013 Amendment #1	<ul style="list-style-type: none"> • Convert plans to MoDOT style, • modify project limits, • add KCMO water line design to project 	\$224,706
#18370, dated January 21, 2014 Amendment #2	<ul style="list-style-type: none"> • cover additional MoDOT requirements for plans, • add KCMO water line design @ intersection of 40 Hwy, • decrease construction services budget for water lines, • increase street light budget to include side streets 	\$19,590
This Amendment #3 (Exhibit A attached)	<ul style="list-style-type: none"> • Increase construction services consultation fee to cover unexpected design and construction issues, • Add As-Built drawings to scope 	\$20,520
PROJECT DESIGN TOTAL		\$1,045,188.00

All payments to the Engineer for these Additional Services shall be made in conformance with the payment terms in the Original Agreement.

ARTICLE IV – ATTACHMENTS:

Attachment A: Scope of Services and fee breakout for additional roadway design services on Lee’s Summit Road

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Original Agreement. Except as modified above, the Original Agreement and all subsequent Amendments will remain in full force and effect.

IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Engineer has hereunto set its hand and seal.

Approved by:

Recommended by:

Michael Sanders
County Executive

Earl J. Newill, P.E.
Acting Director of Public Works

Approved to form this _____ day of _____, 20_____

County Counselor

By: _____
Engineer

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ _____ which is hereby authorized.

Date Finance Director

Account Code _____ - _____ - _____

Tax ID # _____

ATTACHMENT A

SCOPE OF SERVICES

For Additional Design Services during Construction on Lee's Summit Road

Project No.: Jackson County # 3122 / Federal Aid Project STP-3301(454)

AMMENDMENT DESCRIPTION

The following Scope of Work describes the requested additional Design Services during Construction associated with improvements to Lee's Summit Road from 1400 feet south of Anderson Drive, north to 500 feet south of US 40 Highway.

The original agreement assumed minimal effort needed during construction for general questions and plan revisions. The original agreement also did not include developing as-built plans. This amendment consists of the additional effort not requested in the original engineering contract between Jackson County and HNTB or subsequent contract amendment(s) to cover these efforts.

AMENDMENT TASKS

Additional Design Services During Construction

1. Respond to additional questions during construction
2. Prepare additional minor plan revisions as necessitated by conditions encountered in the field during construction. Major changes which are beyond the scope of these services shall be negotiated as additional services in a separate supplemental agreement.
3. Produce As-Built Plans to City

AMENDMENT ASSUMPTIONS

1. As-Built deliverable will be 2-half-sized plan sets, 1 CD of PDF plan set

SCHEDULE

The schedule and milestones for the additional services are:

- December 2014: Began Construction
- June 2016: End Construction
- August 2016: Complete As-built Plans



HNTB Job No. 49917: Improvements to Lee's Summit Road (40 Highway to Anderson Road)

TASK BREAKOUT

Items	Principal	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer II	Technician / Admin	TOTAL
Additional Design Services during Construction							
1.		2	16	21	8		50
a. Respond to additional questions during construction							
b. Prepare additional minor plan revisions as necessitated by conditions encountered in the field during construction. Major changes which are beyond the scope of these services shall be negotiated as additional services in a separate supplemental agreement.		2	16	24	8		50
c. Produce As-Built Plans to City		1		20		20	41
	SUBTOTAL	5	32	68	16	20	141
SUBTOTAL							
	0	5	32	68	16	20	141
2015-2016 LABOR BILLING RATES (\$/Hour)							
	\$265.00	\$200.00	\$175.00	\$135.00	\$115.00	\$120.00	
SUBTOTAL COST							
	\$0	\$1,000	\$5,600	\$9,180	\$1,840	\$2,400	\$20,020

EXPENSES:	
plotting/assembly	\$500
Total Expenses	\$500

TOTAL (DESIGN AND EXPENSES) = \$20,520