



Professional Engineering Consultants, P.A.

March 30, 2006

Ms. Terese Gorman, P.E.
City Engineer
City of Lawrence
6 East Sixth Street
Lawrence, Kansas 66044

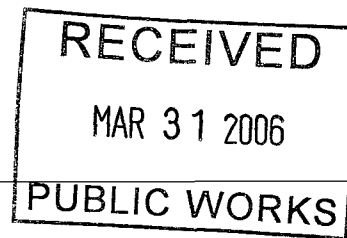
RE: **CONTRACT AMENDMENT NO. 2**
City of Lawrence Project No. 36-CPI2-704(S)
Kasold Drive: from Peterson Road to the KTA Bridge
KDOT Project No. 23 U-2040-01
PEC Project No. 04A45-000-03975

Dear Ms. Gorman:

Please find enclosed two copies of our proposed Amendment No. 2 to our Engineering Services Agreement for the subject project. Professional Engineering Consultants (PEC) entered into the original agreement with the City of Lawrence on September 7, 2004. The Agreement was then amended by Amendment No. 1 on March 30, 2005. Amendment No. 1 made provision for an extensive public involvement phase of the project and modified the fee and schedule.

Amendment No. 2 provides for additional services as requested by the Department of Public Works. These additional services include:

- Detailed coordination with public and private utilities in establishing relocations
- The addition of landscaping plans to the project. The basic landscape design will be by the Department of Parks and Recreation, however it will be the responsibility of PEC to draft, quantify materials, and prepare drawings special provisions in a format acceptable to KDOT
- The addition of special fencing plans to the project. The original scope of services specifically excluded the preparation of fencing plans. It has been requested to add wooden privacy fences to the project. These are non-standard in a KDOT project and will require special detailing.
- The addition of irrigation plans to the project. The basic irrigation system design will be by the Department of Parks and Recreation, however it will be the responsibility of PEC to draft plans, quantify materials, and prepare drawings special provisions in a format acceptable to KDOT
- The addition of roundabout lighting to the project. The original scope of services did not include lighting design and plan preparation.



DIRECTORS:
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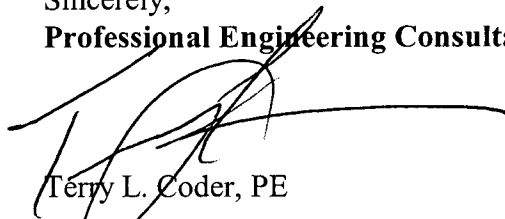
WICHITA
TOPEKA
TULSA
LAWRENCE
PITTSBURG

- Survey staking of Right of Way and Easements. It was requested that PEC stake approximately 20 separate tracts of easement for appraisal and acquisition purposes.

The original contract not to exceed fee was \$162,460. Amendment No. 1 added \$44,000. Amendment No. 2 increases the fee by another \$46,600 bringing the total engineering contract to \$252,860.

Please review the proposed amendment and if found acceptable, proceed with execution of the same. If you should have any questions or concerns, please do not hesitate to call. It is a pleasure working with you and the City of Lawrence on this project.

Sincerely,
Professional Engineering Consultants, P.A.

A handwritten signature in black ink, appearing to read 'Terry L. Coder', is written over the printed name.

Terry L. Coder, PE

TLC/tlc
Enclosure

c.) Michael W. Berry, PE; Director (PEC)

CITY OF LAWRENCE, KANSAS
AMENDMENT NO. 2
TO
ENGINEERING SERVICES AGREEMENT
PROJ. NO. 36-CP12-704(S)

This contract amendment between City of Lawrence, Kansas (City) and Professional Engineering Consultants, P.A. (Consultant):

Witnesseth:

Whereas, an Engineering Services Agreement for the referenced project was entered into on the 7th day of September, 2004; and,

Whereas the City and the Consultant by Amendment No. 1 amended the Agreement on March 23, 2005 to provide for the preparation eight alternative designs to be considered for neighborhood meeting community input and/or consideration by the governing body; and,

Whereas the City now desires further additional engineering services and the Consultant is prepared to provide these services; and,

Whereas the City has requested the Consultant provide detailed coordination with public and private utilities in establishing relocations necessary for the roadway reconstruction and the extent of this coordination not being included in the Scope of Services of the original Agreement; and,

Whereas the City has requested landscaping design be included in the project drawings and specifications with landscaping plans not being included in the Scope of Services of the original Agreement; and,

Whereas the City has requested irrigation system design be included in the project drawings and specifications with irrigation system plans not being included in the Scope of Services of the original Agreement; and,

Whereas the City has requested special fencing design be included in the project drawings and specifications with fencing plans not being included in the Scope of Services of the original Agreement; and,

Whereas the City has requested roundabout street lighting design be included in the project drawings and specifications with street lighting not being included in the Scope of Services of original agreement; and,

Whereas the City has requested, for appraisal and acquisition purposes, the survey staking of proposed right of way and easements with the staking of right of way and easements not being included in the Scope of Services of the original Agreement; and,

Whereas each party desires to again amend the original Agreement;

Therefore, City and Consultant agree as follows:

a. In Section II, paragraph A.1, as amended by Amendment No. 1, the phrase "not to exceed a maximum fee of \$252,860.00" shall be substituted in lieu of the phrase "not to exceed a maximum fee of \$206,400.00."

b. In Exhibit A, Article III, the following sentence shall be inserted at the end of paragraph 3.

"The Consultant shall place survey stakes in the field to delineate proposed right of ways and easements. The stakes are for use in easement appraisal and acquisition. This staking does not include right of way staking for construction or utility relocations."

c. In Exhibit A, Article III, paragraph 11, the following shall be added:

- "o) Landscaping Plan and Detail Sheets
- p) Irrigation System Plan and Detail Sheets
- q) Fencing Plan and Detail Sheets
- r) Roundabout Lighting Plans and Detail Sheets"

d. In Exhibit A, Article III, the following paragraphs shall be added:

"15.) The design plans shall include a detailed landscaping plan. The City Department of Parks and Recreation will complete the basic landscaping layout. The Consultant shall prepare detailed drawings, recapitulations of quantities, contract special provisions, and other items necessary to allow the incorporation of the landscape design into the KDOT administered project.

16.) The design plans shall include a detailed irrigation system plan. The City Department of Parks and Recreation will complete the basic irrigation system layout. The Consultant shall prepare detailed drawings, recapitulations of quantities, contract special provisions, and other items necessary to allow the incorporation of the irrigation system design into the KDOT administered project.

17.) The design plans shall include a detailed fencing plan for the replacement of residential privacy fences in specific locations. The Consultant shall prepare detailed drawings, recapitulations of quantities, contract special provisions, and other items necessary to allow the incorporation of the fencing design into the KDOT administered project.

18.) The design plans shall include detailed lighting plans for the roundabout intersections. The Consultant shall prepare detailed drawings, recapitulations of quantities, contract special provisions and other items necessary to allow the incorporation of the lighting design into the project. Street lighting design and plans for locations outside the roundabout intersections will be by others."

e. All other portions of the Agreement unchanged by this amendment.

In witness whereof, City and Consultant have executed this Amendment No. 2 in duplicate this _____ day of _____, 2006.

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: Michael W Berry

Michael W. Berry, Director

Attest: Terry L. Coder

Terry L. Coder, Senior Associate

CITY OF LAWRENCE, KANSAS

By: _____

City Manager

APPROVED AS TO FORM:

By: _____

Legal Services

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b. In Exhibit A, Article III, the following sentence shall be inserted at the end of paragraph 3.

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c. In Exhibit A, Article III, paragraph 11, the following shall be added:

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Michael W. Berry, Director

Attest: Terry L. Coder

Terry L. Coder, Senior Associate

CITY OF LAWRENCE, KANSAS

By: _____

City Manager

APPROVED AS TO FORM:

By: _____

Legal Services