

**SUPPLEMENTAL NO. 1
CONTRACT FOR
ENGINEERING SERVICES BY CONSULTANT
(COST PLUS NET FEE PE AGREEMENT)**

CMS CONTRACT NO. 017082006

**PROJECT NO. 23 U-2117-01
CITY OF LAWRENCE
DOUGLAS COUNTY**

THE EFFECTIVE DATE OF THIS AGREEMENT, by and between the City of Lawrence, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Wilson & Company, Inc., Engineers & Architects, hereinafter referred to as the "Consultant," and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary" will be considered as the date signed by the Secretary or designee. The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-169 *et seq.* and an agreement between them to be completed at a later date. The Consultant's address is 8735 Rosehill Road, Suite 200, Lenexa, Kansas 66215.

WITNESSETH:

WHEREAS, the LPA, the Consultant and the Secretary entered into an agreement dated March 26, 2008, hereinafter referred to as "Original Agreement" for the Engineering Services on this Project, and

WHEREAS, the LPA and the Consultant have lengthened the project, and

WHEREAS, the Consultant because of these changes in length and scope proposes to change the upper limit.

NOW, THEREFORE, in consideration of the covenants of the parties and to give this Agreement full force and effect in providing the benefits mentioned below, the parties hereto mutually agree as follows:

1. Article I, Paragraphs 4 (c) and (e) of the Original Agreement is null and void, and is replaced by the following:

(c) **ROAD PLANS, SPECIFICATIONS AND ESTIMATES**

For preliminary plans for right-of-way and for construction road plans, and right-of-way descriptions and staking as noted in the tabulation of road engineering services on Page 2 of this Agreement, including culverts and surfacing, but not including bridges, compensation shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of \$32,013.39, of which, \$11,905.76 is participating and \$20,107.63 is non-participating.

The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. pt. 31, *et seq.* The upper limit of compensation for services detailed in this section shall be \$387,196.76, of which, \$170,596.76 is participating and \$216,600.00 is non-participating.

- (e) Total compensation for Phase I and II of this Agreement shall not exceed \$435,930.00, of which, \$219,330.00 is participating and \$216,600.00 is non-participating.

2. It is mutually agreed that all terms, provisions, conditions and covenants of the Original Agreement shall remain in full force and effect and shall apply fully to this Project except as herein modified and amended.

3. It is further understood this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the LPA, the Consultant and the Secretary and their successors in office.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

RECOMMENDED FOR APPROVAL:

APPROPRIATE LOCAL OFFICIAL:

Lawrence City Engineer (Date)

Mayor of Lawrence (Date)

ATTEST:

Lawrence City Clerk (Date)

ATTEST:

BY: [Signature] 7/9/08
Name (Date)

TITLE: PROJECT MANAGER

CONSULTANT:

Wilson & Company, Inc. Engineers & Architects
Consultant

BY: [Signature] 7/9/08
Name (Date)

TITLE: Associate Vice President

Debra L. Miller
Secretary of Transportation

Attest: _____

BY: _____
Jerome T. Younger, P. E. (Date)
Assistant Secretary and
State Transportation Engineer

