

**CITY'S
ORIGINAL**

**SUPPLEMENTAL NO. 2
CONTRACT FOR
PRELIMINARY ENGINEERING
DESIGN SERVICES BY CONSULTANT
(COST PLUS NET FEE PE AGREEMENT)**

CMS CONTRACT NO. 017082006

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

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." The effective date 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.* The Consultant's address is 903 East 104th Street, Suite 200, Kansas City, Missouri 64131. The LPA, Consultant, and Secretary are hereinafter collectively referred to as the "Parties."

WITNESSETH:

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

WHEREAS, the Parties entered into a Supplemental Agreement No. 1, dated July 7, 2009, which increased the upper limit due to changes in the length and scope, and

WHEREAS, the Consultant proposes to change the upper limit in Supplemental Agreement No. 1 to accurately reflect the agreed upon upper limits.

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 (a) and (e) of the Original Agreement and Supplemental No. 1 is null and void, and is replaced by the following:

(a) **SURVEYS**

For all surveys, and for bridge soundings, as noted by the tabulation of survey services on Page 2 of the Original Agreement, compensation shall be made on the basis of the reimbursable Consultant's actual cost plus a net fee amount of \$672.24 (\$1,236.68 **total**). 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 \$15,750.00 (\$117,925.00 **total**).

- (e) Total compensation for Phase I and Phase II of this Agreement shall not exceed \$603,200.00.

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.

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:

Charles E. ... 9/22/10
Lawrence City Engineer (Date)

APPROPRIATE LOCAL OFFICIAL:

Mayor of Lawrence (Date)

ATTEST:

Lawrence City Clerk (Date)

ATTEST:

BY: *J. C. ...* 9/15/10
Name (Date)

TITLE: PROJECT MANAGER

CONSULTANT:

Wilson & Company
Consultant

BY: *Eric ...* 9/15/10
Name (Date)

TITLE: Associate Vice President

Debra L. Miller
Secretary of Transportation

Attest: _____

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