

AMENDMENT NO. 2
to the
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
BARTLETT & WEST, INC.

This Amendment No. 2 to the June 6, 2016 professional engineering services agreement between the **CITY OF COLUMBIA** ("CITY" and "CLIENT"), and **BARTLETT & WEST, INC.** ("ENGINEER") is made as of the date of the last signatory noted below.

RECITALS

- A. WHEREAS, on June 6, 2016, CITY and ENGINEER entered into an agreement for professional engineering services for the Phase 1 of the Nifong Boulevard/Sinclair Road and the Vawter School Road/Old Mill Creek Intersections Improvement Project (hereinafter "Agreement"); and
- B. WHEREAS, on December 20, 2017, CITY and ENGINEER entered into a amendment to the Agreement (hereinafter "First Amendment"); and
- C. WHEREAS, the Parties hereto desire to formally amend the Agreement as amended by the First Amendment with this Second Amendment (hereinafter "Second Amendment") to add additional services and desire to be bound by the terms contained in the Agreement as amended by the First Amendment and by this Second Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement, as follows.

- 1. Section 2.1.1 is amended to add the following:
"Perform professional engineering services as set forth in Attachment A2 – "Supplemental Scope of Basic Services" dated September 12, 2018, and attached to this Second Amendment. ENGINEER shall perform the following services, as more fully detailed in Attachment A2 to this Second Amendment:
 - a. 1: Project Administration;
 - b. 2: Design;
 - c. 3: Permitting; and
 - d. 4: Engineering Administration Services during Bidding and Construction Phase."
- 2. Section 6.1.1.1 of the Agreement is amended to add the following:
"For time spent by personnel on the scope of services in Attachment A2 to the Second Amendment, payment at the hourly rates indicated in the "Project Estimate" (attached to this Second Amendment). Such rates include overhead and profit."
- 3. Section 6.1.2 of the Agreement shall be replaced with the following:

“Total payment for Scope of Services and all other expenses and costs to City under this Agreement, the First Amendment, and the Second Amendment, and described herein shall not exceed three-hundred forty thousand five-hundred fifty-five dollars and fourteen cents (\$340,555.14).”

4. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 2 to the Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 44008830-604023-00644, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

BARTLETT & WEST, INC.

By: _____

Date

ATTEST:

By: _____
Name: _____

Attachment A2
Supplemental Scope of Basic Services
Waterline Relocation for Consolidated Public Water Supply District 1
September 12, 2018

Scope of Work: The CONSULTANT shall perform services for the purpose of the Design of Water Line Relocation for Nifong Roundabout and as more fully described herein.

1. Project Administration
 - a. Perform routine project management and administration of the design contract including project initiation, invoices, team meetings, project tracking, etc.
 - b. Coordination with other utilities in the project area concerning existing and proposed utility locations and design review.
 - c. Coordination with CLIENT staff, Consolidated Public Water Supply District No. 1 of Boone County (Water District) staff, and other stakeholders concerning scope of work, design objectives, and design review.
2. Design
 - a. Review proposed roadway plans to determine water line alignment.
 - b. Perform brief hydraulic evaluation and submit letter report to Missouri Department of Natural Resources (MDNR) to include the project in the Water District's Owner Supervised Program, as needed.
 - c. Perform Final Design of the water line and Produce Plans for construction. Plans will include a cover sheet, plan views of the water line construction, standard details for water line construction.
 - d. Develop Technical Specifications for construction of the water line.
 - e. Perform quality assurance/quality control reviews of the work as it progresses and make any necessary revisions. Review the project deliverables with CLIENT and other stakeholders and make any necessary revisions.
3. Permitting
 - a. Assist CLIENT in obtaining the applicable project permits and/or approvals. The following permit applications will be prepared by the CONSULTANT:
 - i. MDNR Construction Permit, if applicable
4. Engineering Administration Services during Bidding and Construction Phase
 - a. Address bidder questions regarding the project plans and specifications.
 - b. Prepare and issue addenda, as needed.
 - c. Review shop drawings and submittals from the Contractor for compliance with project specifications.
 - d. Interpret project plans and specifications when requested by CLIENT or the Contractor.

- e. Develop and submit Record Drawings of the project to CLIENT and to the Water District upon completion of construction.
 - f. Update Water District's existing computer hydraulic model, as needed, upon completion of construction.
5. Services not Included in this Supplemental Scope of Basic Services
- a. Contract Document development for use in bidding and contracting the project
 - b. Advertisement of the project or direction of the bidding process
 - c. Pre-construction conference
 - d. Staking of Right-of-Way lines, property lines, and easements
 - e. Construction punch list development and follow up
 - f. Construction administration, review of partial payment estimates, or Change Order development and administration
 - g. Construction observation

Phase	Description	Task	Staff	Unit	Quantity	Unit Cost	Total Cost
10	Project Administration						\$2,174.00
10	Administration	100	Engineer III	Hours	5.0	\$118.00	\$590.00
10	Utility Coordination	100	Engineer III	Hours	8.0	\$118.00	\$944.00
10	Scope Development/Charges to Date	100	Engineer III	Hours	5.0	\$118.00	\$590.00
10	Expenses	100	Misc.	LS	1.0	\$50.00	\$50.00
14	Feasibility Study						\$0.00
20	Survey						\$0.00
40	Plan Review						\$0.00
40	Design						\$4,854.00
40	Project Management and QA/QC	426	Engineer V	Hours	2.0	\$138.00	\$276.00
40	Hydraulic Modeling	426	Engineer III	Hours	4.0	\$118.00	\$472.00
40	DNR Letter	426	Engineer III	Hours	4.0	\$118.00	\$472.00
40	Construction Plans - Drafting	426	Tech V	Hours	16.0	\$90.00	\$1,440.00
40	Construction Plans - Design	426	Engineer III	Hours	8.0	\$118.00	\$944.00
40	Construction Specifications	426	Engineer III	Hours	2.0	\$118.00	\$236.00
40	Record Drawings - Drafting	903	Tech V	Hours	4.0	\$90.00	\$360.00
40	Record Drawings - QA/QC	903	Engineer III	Hours	2.0	\$118.00	\$236.00
40	Record Drawings - Updating Model	903	Engineer III	Hours	2.0	\$118.00	\$236.00
40	Expenses	903	CADD Time	Hours	26.0	\$7.00	\$182.00
60	Bidding/Award						\$472.00
60	Coordination/Questions	600	Engineer III	Hours	4.0	\$118.00	\$472.00
70	Construction						\$1,416.00
70	Coordination/Questions	700	Engineer III	Hours	6.0	\$118.00	\$708.00
70	Shop Drawings	702	Engineer III	Hours	6.0	\$118.00	\$708.00

TOTAL	\$8,900
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