

**ADDENDUM NO. 3
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2**

WATER TOWER RECOATING PROJECTS

THIS ADDENDUM NO. 3 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2 is made and entered into this _____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Olsson Associates, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated January 13, 2017 (RFQ No. 2016-042-2) for professional engineering services for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

WHEREAS, City desires to engage Engineer for a specific scope of engineering services which are covered by the Base Agreement; and,

WHEREAS, Engineer has submitted a proposal for the engineering services and an estimate of engineering costs to perform said services in compliance with the Base Agreement; and,

WHEREAS, the City Manager is authorized and empowered by City to execute contacts providing for professional engineering services which are within the scope of the Base Agreement that do not exceed \$20,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY THE ENGINEER**

Pursuant to Article I of the Base Agreement, Engineer is hereby engaged to provide the following scope of services:

Additional services related to coating design and bidding at Woods Chapel, Hook, Scherer, and Ranson Water Towers as described in Exhibit A of the Addendum No. 3 attached hereto and incorporated herein by reference. All other provisions of the Base Agreement shall remain in full force and effect.

**ARTICLE II
COMPENSATION FOR SCOPE OF SERVICES**

Payment to the Engineer for the services identified herein shall not exceed \$56,762, pursuant to the rates set forth in Exhibit A to the Base Agreement.

**ARTICLE III
TERMS OF BASE AGREEMENT TO APPLY**

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 3.

This Addendum No. 3 shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the _____ day of _____, 2017.


CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

JACKIE MCCORMICK HEANUE
CHIEF COUNSEL OF MGMT & OPS/DEPUTY CITY ATTORNEY

ENGINEER: OLSSON ASSOCIATES, INC.



BY: Kevin Waldron, P.E.
TITLE: Client Relationship Manager

Attest:

EXHIBIT A to ADDENDUM NO. 3 SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the On-Call Agreement for Professional Water and Sanitary Sewer Engineering Services (RFQ No.2016-042-2) dated January 13, 2017 between City of Lee's Summit ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Modification No. 3 of the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Lee's Summit, MO

Project Description: Tower Re-coatings, Phase 1: Hook, Ranson, Scherer and Woods Chapel locations

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, pursuant to Article IV of the On-Call Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed the amount listed within the Scope of Services.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to perform its services under this Exhibit based upon the following schedule.

Draft plans and specification submittal:	November 15, 2017
Anticipated Completion Date:	February 15, 2018

Olsson will endeavor to start its services promptly and to complete its services on the Anticipated Completion Date. However, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 400 – Engineering Design

- Task 401: Data Gathering: City will provide Olsson with previous inspection reports/data, plans/specs, and/or documents regarding original construction or previous re-coatings and/or repairs. City will provide Olsson with listing and information regarding other parties with interests at each tower site, e.g., police/fire, telecommunications companies, etc. City will provide Olsson with any standard or reference technical specifications and/or bidding/construction contract documents.
- Task 402: Video/Inspection Data Review: Review previous inspection reports and recommendations for confirmation or revision and incorporation into re-coating project bid documents.
- Task 403: Existing Paint System Determination: Review original construction and/or re-coating documents and contact coating system vendor(s) to determine current paint systems at each location.

- Task 404: Coordination/Notifications to other parties: Inventory and tabulate parties with interests at each site. Establish contacts and coordinate outage periods necessary for re-coating work and time frame for any temporary measures to be performed by the parties.
- Task 405: Site Visits and kick-off meeting: Olsson will coordinate with City and conduct a kick-off meeting and site visits at each tower site. Olsson will provide meeting minutes for review and reference.
- Task 406: Inventory of Attachments to Towers/Summary: Olsson will make observations at each site and create inventory of existing attachments. Olsson will compare inventory of attachments to interested party list and provide summary of results to City.
- Task 407: Limited Inspection of Current Paint Systems: Olsson will make visual observations of paint systems at each site for comparison to paint system records and inspection reports. No samples or testing are included.
- Task 408: Develop Draft Specifications: Olsson will develop relevant technical specifications in CSI, 16-division format for re-coating work including general requirements, sequencing/schedule, maintenance of operations, coating system and other material and installation requirements, acceptance/warranty and special conditions for incorporation into City's bidding and construction contract documents. Olsson will submit draft specifications in PDF format and three (3) hard copies for City review and comment.
- Task 409: Develop Limited Site/Staging Plans: Olsson will develop plan sheets for each site including site plan, access/staging area(s) and relevant tower details based on original construction documents. No survey or base map development is included. Olsson will submit draft plans in PDF format and three (3) hard copies for City review and comment.
- Task 410: Develop/Finalize Logos/Colors: To establish the basic requirements for inclusion in bid documents, Olsson will provide basic color selections available for acceptable coating systems to City. Olsson will participate with City Utility and Creative Services staff in discussions to select logo design. Olsson will develop and submit concept renderings/layouts of each tower with selected color(s) and logo and participate in one additional meeting with City to acceptance prior to incorporation into bid documents. Vendor specific color selection(s) will be confirmed during the shop drawing/submittal phase of construction.
- Task 411: Develop Final Specifications: Olsson will incorporate City comments/revisions from draft review and/or color/logo selection and prepare final specifications.
- Task 412: Review Meetings: Olsson will conduct one (1) design review meeting with City staff following submittal of draft specifications and plans. Olsson will conduct in up to two (2) additional joint or individual meetings to coordinate with other parties (ref: Task 404).
- Task 413: Opinion of Probable Construction Cost: Olsson will prepare an opinion of probable construction cost and include with draft and final plan/specification submittals and prior to bid opening.

Phase 600 – Bid Phase Services

- Task 601: Prepare and Distribute Bid Documents: Olsson shall arrange for preparation and distribution of bid documents to prospective bidders. Plans will be distributed through Drexel Technologies.
- Task 602: Answer Bidder Questions: Olsson shall answer bidder's questions regarding the construction documents.

- Task 603: Prepare Addenda: Olsson shall prepare and distribute addenda to the bidders if needed during this phase.
- Task 604: Attend Pre-Bid Meeting: Olsson shall attend a pre-bid meeting with prospective bidders.
- Task 605: Attend Bid Opening: Olsson shall attend the bid opening meeting.
- Task 606: Evaluate Bids: Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.
- Task 607: Recommend Award: Based upon the results of the bid evaluation, Olsson shall provide a written recommendation.
- Task 608: Attend City Council Meeting: Olsson shall attend the City Council meeting for the award of the contract to the successful bidder.

HOURLY FEES NOT TO EXCEED: \$56,762

ADDITIONAL SERVICES

The following items, in addition to any items not specifically listed above are not included in the scope but may be provided under a supplemental agreement:

- A. Land survey, structural repair design or Special Inspections/Testing (weld, paint, etc.).
- B. Construction Administration, Management, or Observations.
- C. Additional design or coordination meetings with other parties and/or logo/color selection workshops beyond those listed within Scope of Services.
- D. Providing revisions of drawings, specifications, or other documents when such revisions are required by changes to previously approved designs.
- E. Providing services of certified construction cost estimator.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

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