

**ADDENDUM NO. 2  
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2022-030**

**I-470 Sewer Crossing Design**

**THIS ADDENDUM NO. 2 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2022-030** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 30, 2023 (RFQ No. 2022-030) 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 contracts providing for professional engineering services.

**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:

Design of the I-470 Sewer Crossing, including the design and development of construction documents and bidding phase services, that will facilitate a future connection to the Discovery Park Development which will allow the elimination of the Douglas Lift Station. The full scope of services includes the tasks listed in Exhibit A-2A, attached hereto and incorporated herein by reference.

**ARTICLE II  
COMPENSATION FOR SCOPE OF SERVICES**

Payment to the Engineer for the services identified herein shall not exceed \$96,540.00, pursuant to the rates set forth in Exhibit A to the Base Agreement and as listed on Exhibit B-2A, attached hereto and incorporated herein by reference.

**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. 2.

This Addendum No. 2 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 \_\_\_\_\_, 2023.


**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
MARK DUNNING, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT ISON  
CHIEF COUNSEL OF INFRASTRUCTURE AND RECREATION

**ENGINEER: OLSSON ASSOCIATES, INC.**

  
\_\_\_\_\_  
BY: Mike Milius  
TITLE: Vice President

Attest:

  
\_\_\_\_\_

**EXHIBIT A-2A to ADDENDUM  
NO. 2 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.2022-030) dated January 30, 2023 between City of Lee's Summit, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for Addendum No. 2 of the Agreement is indicated below.

**GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

**PROJECT DESCRIPTION AND LOCATION**

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

Project Description: I-470 Sanitary Sewer Crossing Design

**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 monthly 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 Ninety-Six Thousand Five Hundred Forty Dollars (\$96,540.00) without written amendment authorization from the Client.

**SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: December 1, 2023

Anticipated Completion Date: October 1, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, 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.

Attachment  
Exhibit 1  
Design Fee

## **SCOPE OF SERVICES**

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

### **Phase 100 – Project Administration**

#### **Project Initiation Meeting**

Olsson shall conduct a Project initiation meeting with Client to refine Project scope, review Project site, identify specific goals, establish schedule for completion, and establish channels of communication. Olsson shall prepare and distribute meeting minutes.

#### **Quality Control**

Olsson shall conduct internal quality reviews at appropriate stages throughout Project development.

#### **Administration**

Olsson shall be responsible for overseeing and coordinating its own work and communication with Client concerning Project progress and information.

### **Phase 200 – Existing Crossing Investigation Assistance**

#### **Coordination with Missouri Department of Transportation**

Olsson shall contact Missouri Department of Transportation (MoDOT) to obtain I-470 record drawings with existing sanitary sewer installation. Olsson shall coordinate with MoDOT concerning right-of-way (ROW) access requirements for Client's construction crews to locate existing crossing line.

#### **General Location Survey**

Olsson shall reference Client-provided Burns and McDonnell 1973 plans to calculate approximate location of Line D, as shown on 1973 plans. Olsson shall field investigate location to confirm additional evidence for pipe's exact location. Olsson shall place survey laths in field at calculated location to assist Client with pipeline field location.

### **Phase 300 – Design Phase - Crossing Located**

If existing sanitary sewer is located on record drawings, Olsson shall provide the following services:

#### **Design Survey**

If sewer is located, Client will notify Olsson to complete field work to establish coordinates and flowline elevations for sewer on south and north ends of crossing pipe. Olsson shall notify Client when field work is completed and backfilling of excavations can be performed by Client.

#### **Closed-Circuit Television Review and Pipe Evaluation Assistance**

Olsson will review Client-provided closed-circuit television (CCTV) inspection videos and offer recommendations for existing pipe serviceability.

**Pipe Rehabilitation Assistance**

If it is determined that cast-in-place pipe (CIPP) or other rehabilitation procedures are required, Olsson shall assist Client in developing rehabilitation drawings and specifications.

**Phase 350 – Design Phase - Crossing Not Located**

If existing sanitary sewer is not located on record drawings, Olsson shall provide the following services:

**Topographic Design Survey**

Olsson shall provide a topographic design survey (design base file) both north and south areas of proposed pipe area, as shown on the attached Exhibit 1, if sewer is not located. Survey shall depict all observed evidence of utilities, substantial improvements, vertical relief of existing contours at one (1)-foot intervals, and existing feature locations (pavement, buildings, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and materials). Utility companies will be contacted through Missouri One-Call System, and marked utilities will be shown. Maps of private utilities not located through Missouri One-Call System that are provided by Client will be plotted as a best fit using existing ground structures. Olsson shall provide three (3) horizontal control points tied to the Missouri State Plane Coordinate System, NAD 1983 West Zone, and two (2) vertical control points, or benchmarks, referenced to the North American Vertical Datum, NAVD 88.

**Property Lines and Title Work**

Olsson shall provide a boundary design survey for both north and south areas of proposed pipe area, as shown on the attached Exhibit 1, consisting of three (3) properties:

- Property north of I-470, Parcel number 52-400-04-02-00-0-00-000
- Property south of I-470 owned by Saint Luke's, Parcel number 52-440-04-4000-0-00-000
- Douglas Avenue Pump Station property, Parcel number 52-400-04-12-00-0-00-000

Olsson shall order a current title commitment package for each property, including deed copies for all parcels within Project site; record information on all easements that encumber site or appurtenant thereto; and covenants, conditions, restrictions, reservations, and all exception documents.

**Easement Documents**

Olsson shall prepare legal descriptions, exhibits, and easement documents for easements requiring separate documents as required by Client for the fee of \$790.00 each. A total of three (3) such requests are included in this Scope of Services.

**Geotechnical Borings**

Olsson shall perform a maximum of one (1) geotechnical boring on each end of crossing for a total of two (2) borings. Borings will extend to refusal or a maximum depth of 25 feet. Olsson shall provide the following services:

## **Coordination**

- Olsson shall contact Missouri One-Call to locate underground utilities. To ensure crew safety on Project site, Client must inform Olsson of private utilities and private utility service connection locations. Cost of locating private utility lines and private service connections is Owner's responsibility. Olsson is not responsible or liable for damage to private utilities or private service connections.
- Drilling equipment may cause disturbance to natural surroundings including, but not limited to, soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson shall not be liable or responsible for site disturbance that occurs from bringing equipment on Project site. Client accepts full responsibility for site disturbance.
- Site clearing, including tree removal and fence clearing, may be required to complete field exploration. Cost of all work associated with tree clearing operations is not included within this Scope of Services.

## **Field Exploration**

- Olsson proposes to use a truck-mounted or all-terrain vehicle (ATV)-mounted drill rig to complete geotechnical exploration borings
- Split spoon and thin-walled samples shall be collected from soil test borings
- Groundwater levels in test borings will be measured at time of drilling and upon completion of drilling operations
- After obtaining groundwater level readings, Olsson shall backfill borings with soil cuttings and patch pavements, as required

## **Laboratory Services**

Laboratory testing may include unconfined compressive strength tests, in-place unit weight tests, and Atterberg Limits tests. Moisture content tests will be performed on all soil samples.

## **Geotechnical Report**

Olsson shall prepare a geotechnical engineering report under direction of a registered professional engineer. Report will be based on Olsson's findings of field and laboratory programs, boring location plan, computer-generated boring log, results of laboratory testing program, description of surface and subsurface conditions encountered at Project site, and geotechnical considerations regarding new sewer design.

## **Sewer Crossing Construction Drawings**

If existing crossing cannot be located or if it is located and the decision is made to abandon it, Olsson shall design a new crossing to facilitate future connection to Douglas Road Pump Station on south side of I-470 and to extend line 20 feet beyond ROW line on north side. Design of crossing installation shall conform with Client and MoDOT requirements. City standard details will be referenced, as applicable. Job specific details will be developed where standard details are not available. Review plans will be provided to Client at 60 percent, 90 percent, and 100 percent design completion levels.

**Technical Specifications**

Olsson will develop detailed technical specifications to supplement Client's standard specifications, as required. Reviewed technical specifications will be provided at 90 percent and 100 percent design completion levels.

**MoDOT Permit Application**

Olsson shall prepare and submit required documents to MoDOT to obtain for sewer crossing.

**Cost Estimate**

Olsson shall modify preliminary cost estimate to reflect proposed construction work.

**Client Progress and Review Meetings**

Olsson shall attend monthly progress meetings with Client's staff, and a maximum of three (3) review meetings with Client to discuss comments on construction documents.

**Document Revisions and Final Submittal**

Following Client review meeting, Olsson shall modify construction documents in accordance with discussed changes. PDF formatted file of final documents will be submitted to Client.

**Phase 400 – Bidding Phase****Pre-bid Meeting**

Olsson shall attend contract pre-bid meeting, which shall be moderated by Client.

**Questions from Bidders**

Olsson shall respond to Client's bidder's questions forwarded by Client.

**Contract Addenda**

Olsson shall assist Client with preparation of contract addenda.

**Recommendation of Award**

Olsson shall review submitted Project bids and provide Client with a recommendation of award letter.

**PROJECT TOTAL: Hourly, Not to Exceed \$96,540.00**

**ASSUMPTIONS**

- Utility location and mapping is for horizontal location of aboveground and underground utilities only. Utility depths will not be obtained or indicated on topographic survey. Survey of utilities will be based on tracing and marking by Missouri One-Call utility locator. By signing this Agreement, Client understands and acknowledges that utility mapping is not exact and it is possible that not all utility lines will be located. Olsson is not responsible for improperly marked or unmarked utilities.

## **EXCLUSIONS**

- Subsurface utility location services
- Tree clearing and debris removal for boring rig access
- Easement recording
- Missouri Department of Natural Resources (MoDNR) permitting assistance
- Bidding services for rehabilitation of located crossing pipe
- Construction phase services
- Testing services, except as specifically identified
- Easement recording

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 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 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.



**EXHIBIT 1**

**I-470 SANITARY SEWER CROSSING – CITY OF LEE'S SUMMIT, MO**



