

**ADDENDUM NO. 5
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2**

TUDOR ROAD PUMP STATION ODOR CONTROL

THIS ADDENDUM NO. 5 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-2 is made and entered into this _____ day of _____, 2018, 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:

Design and bidding services related to implementation of Recommended Alternative per report titled, "Tudor Road Pump Station Odor Control, Conceptual Options Evaluation," July 2018 and as described in Exhibit A of the Addendum No. 5 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 \$107,500, 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. 5.

This Addendum No. 5 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 _____, 2018.


CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

DANIEL WHITE
CHIEF COUNSEL OF MGMT & OPS

ENGINEER: OLSSON ASSOCIATES, INC.



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

Attest:

EXHIBIT A to ADDENDUM NO. 5 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. 5 of the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

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

Project Description: Tudor Road Pump Station Odor Control
Implementation of Recommended Alternative per report titled, "Tudor Road Pump Station Odor Control, Conceptual Options Evaluation," July 2018.

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 one hundred seven thousand five hundred dollars (\$107,500) without written amendment authorization from the Client.

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:	March 15, 2019
Anticipated Completion Date:	July 1, 2019

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 300: SURVEY SERVICES

Task 301: Topographic Survey.

Site 1 – MH14-017: Olsson will provide a 100-foot-wide Topographic Design Survey lying 500 feet North of and 200 feet South of MH14-0107 as shown on Sheet 1 of the referenced conceptual options report. The corridor will include boundary information on the abutting properties. The survey will extend to the East edge of pavement of Interstate 470 and South right-of-way line of NE Strother Road. Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at two-foot intervals and location of existing features (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 any utilities marked will be

shown on the topography survey. Olsson will provide four (4) 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. Olsson shall obtain title/property information for properties involved; three (3) properties are anticipated.

Site 2 – MH23-016: Olsson will provide a 100-foot-wide Topographic Design Survey lying along the line between MH23-016 and MH23-014 as shown on Sheet 1 of the referenced conceptual options report. The corridor will include boundary information on the abutting properties. Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at two-foot intervals and location of existing features (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 any utilities marked will be shown on the topography survey. Olsson will provide four (4) 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. Olsson shall obtain title/property information for properties involved; six (6) properties are anticipated.

Task 302: Easement Descriptions and Exhibits.

Olsson shall prepare legal descriptions and exhibits for new permanent easements and/or temporary construction easements for use by Client in easement acquisition. Up to six (6) easements are anticipated.

Task 303: Geotechnical.

Olsson shall perform a geotechnical investigation at each of the two proposed improvement sites. Work will include one (1) boring at each site to verify depth to rock and general soil characteristics. Work to include associated laboratory work, and structural design recommendations for concrete structures to be installed with the improvements. A total of 2 borings to refusal and/or to a depth of 20' and 2 soil samples with lab testing are anticipated.

PHASE 400: IMPROVEMENT DESIGN

Olsson shall prepare a set of plans and specifications that can be used to bid the installation of the recommended improvements described in the referenced conceptual options report. The anticipated delivery method is Design / Bid / Build. If the Client elects to pre-select, or pre-procure the odor control equipment, or change the project approach, it will be addressed via an amendment. The tasks performed shall include:

Task 400: Site Visits and kick-off meeting - Olsson will coordinate with City and conduct a kick-off meeting and site visits to each odor control facility site. Olsson will provide meeting minutes for review and reference.

Task 401: Develop Basis of Design - Olsson shall define and describe elements considered in the conceptual options evaluation, including material and manufacturer selection and procurement of products to be specified, and construction requirements

Task 402: Design Memorandum - Olsson shall complete a design memorandum that outlines up to three (3) alternate site layouts at each installation site, including proposed sizing, configuration of new odor control structure,

modifications to the existing force main and gravity sewer piping, existing topo and proposed site grading, existing property and easement boundaries and any proposed acquisition and/or temporary easements. Olsson will submit draft memo to the Client for review and conduct review meeting to discuss. Olsson shall incorporate comments and submit final version to Client.

- Task 403: Civil Design** - Olsson shall complete the civil engineering design of the recommended improvements.
- Task 404: Structural Design** - Olsson shall complete the needed structural engineering design of the recommended improvements
- Task 405: Prepare Draft Plan Sheets and Details** - Olsson shall prepare plan sheets and detail sheets for the proposed project.
- Task 406: Prepare Draft Specifications** - Olsson will develop relevant technical specifications in CSI, 16-division format for the proposed project 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 407: Prepare Cost Opinions** – Olsson will prepare an opinion of probable construction cost and include with draft and final plan/specification submittals and prior to bid opening.
- Task 408: Quality Control Review** - Olsson shall complete an internal quality control review to evaluate the construction.
- Task 409: Develop Final Plans and Specifications** - Olsson shall revise the plans and specifications in accordance with review comments received from the Client and the quality control review. A total of two (2) rounds of revisions are anticipated.
- Task 410: Design Meetings with Client** - Olsson shall set up design meetings with the Client to review the project design. Meetings are anticipated following submittal of Design Memo and following draft plan and specification submittal. Meetings to be held at the Client's office.

Phase 600 – Bid Phase Services

Olsson shall assist the Client in bidding the project. The tasks shall include:

- 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 Bid Opening - Olsson shall attend the bid opening meeting.

Task 605: Evaluate Bids - Olsson shall prepare a tabulation of the bids and evaluate the bids and qualifications of the bidders.

Task 606: Recommend Award - Based upon the results of the bid evaluation, Olsson shall provide a written recommendation.

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. Additional Land survey, easement preparation or other survey services.
- B. Construction Administration, Management, or Observations.
- C. Additional design or coordination meetings with other parties 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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