# ON-CALL AGREEMENT FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES BETWEEN THE CITY OF LEE'S SUMMIT AND OLSSON, INC.

THIS ON-CALL AGREEMENT FOR GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND INSPECTION SERVICES (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Olsson, Inc., a Nebraska for-profit corporation (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

## RECITALS

A. The City issued a Request for Qualifications, RFQ #2022-046 "Request for qualifications for on-call geotechnical engineering, materials testing, and inspection services" (the "RFQ"), a copy of which is on file with Public Works and incorporated herein by reference, seeking proposals from Contractors to provide on-call geotechnical engineering, materials testing, and inspection services as described in Exhibit B, attached hereto and incorporated herein by reference (the "Services").

B. The Contractor responded to the RFQ by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

   A. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

   B. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services, which shall only be provided when the City chooses to move forward with a pending project and proper authorization and documentation have been approved. In the event Contractor is engaged to provide the Services, City and Contractor shall enter into a written Memorandum of Authorization describing (a) the scope of services to be provided by Contractor and City, (b) compensation to the Contractor for services to be provided, (c) required deliverables or products from the Contractor to the City, and (d) completion

times for said services. The compensation to be paid Contractor pursuant to any Memorandum of Authorization shall be at the rates set forth in Exhibit C, attached hereto and incorporated herein by reference. In no event shall any work in excess of that described in Exhibit B be authorized by this Agreement without City and Contractor first entering into a written modification. The City does not guarantee any minimum or maximum amount of Services will be requested under this Agreement.

3. Compensation. The City shall pay Contractor for the Services (as described in Section 2, Scope of Work) at the rates for the Services, as set forth in the Fee Schedule, attached hereto as Exhibit C and incorporated herein by reference.

The City's Public Works Department will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Public Works Department will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

4. Payments. The City shall pay the Contractor upon the completion of each project, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Sovereign immunity. In no event shall any language or requirement in this Agreement be construed as or constitute a waiver or limitation of City's defenses with regard to sovereign immunity, governmental immunity, or official immunity under federal or state constitutions, statutes, and/or laws.

J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
   (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
   (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
   (c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Public Works
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $3,000,000 for each occurrence, $3,000,000 Products and Completed Operations Annual Aggregate and a $3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an

Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of $3,000,000 each claim and $3,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of

Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may declared in default:

A. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

B. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

C. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;

D. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

1. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

2. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

3. a criminal violation of any state or federal antitrust law;

4. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

5. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

6. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.

E. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are

subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

F. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq*. RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City

does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not

subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: Public Works Department

With copy to: City of Lee's Summit
220 SE Green Street
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Olsson, Inc
Attn: Bryan Johnson, P.E.
1700 E. 123rd Street
Olathe, KS 66061

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster

fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

A. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

B. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

D. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

E. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

F. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

G. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

H. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars ($5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or memorandum of authorization, the Fee Schedule, the RFQ and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFQ, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of $100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this _____ day of _____, 2022 ("Effective Date").

**CITY OF LEE'S SUMMIT**

_____
Stephen A. Arbo, City Manager

**ATTEST**:

_____
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM**:

_____
Scott Ison,
Chief Counsel of Infrastructure and Recreation

**OLSSON, INC.**

By _____ Bryan Johnson _____

Print Name Bryan Johnson, PE

Title Office Leader, Vice President

Date April 26, 2022

EXHIBIT A
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
OLSSON, INC.

[Contractor's Proposal]

See following pages.

EXHIBIT 3 TO ORDINANCE

# GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND INSPECTION SERVICES RFQ NO. 2022-046

## City of Lee's Summit, Missouri

MARCH 30, 2022

olsson®

**EXHIBIT 3 TO ORDINANCE**

March 30, 2022

**City of Lee's Summit, Public Works Department**
Attention: Perry Allen, PE, Construction Manager
220 S.E. Green Street
Lee's Summit, MO 64063

RE: Geotechnical Engineering, Materials Testing, and Inspection Services, RFQ No. 2022-046

**Dear Mr. Allen and Selection Committee Members:**

Olsson is excited for the opportunity to assist the City of Lee's Summit, Missouri, with geotechnical engineering, materials testing, and inspection services for 2022. These services are critical components to every project and adds assurance that projects are being completed with integrity. We know our services will be important, as the City of Lee's Summit works towards improving the future through well-built infrastructure.

What should the City of Lee's Summit expect from your consultant on every project? Integrity, communication, professionalism, technical expertise, sound business practices, and understanding of the services required for the project – this is what directs and drives our work, what guided the compilation of our team members, and what our team plans to make the norm for the projects assigned as part of this program. Our team brings the following to Lee's Summit and your program:

- A primary focus of success of our clients on every project – understanding that this directly impacts your residents connectivity and quality of life.
- A local team of personnel – Our office and fully-accredited lab are located in Olathe, and we have offices in Overland Park, Downtown Kansas City, and North Kansas City.
- A proven track record of successfully completing technically-challenging projects with unique design, planning, and operational issues – experience and understanding that translates into time- and cost-savings for Lee's Summit.

Olsson is enthusiastic about the opportunity to once again work with and support the City of Lee's Summit in your various program needs. We are confident that our project experience and expertise, fully described in our response, will exceed your requirements. We look forward to speaking with you about our team and approach. Should you have any questions, please contact me at 913.829.0078 or at bjohnson@olsson.com.

Sincerely,

Bryan Johnson, PE
Project Manager / Office Leader

# EXPERIENCE AND AVAILABILITY OF KEY PERSONNEL

In the world of consulting, reputation is everything. If we don't deliver on our promise, we won't have the opportunity to work with you in the future. That's why we've chosen these specific team members to be a part of your on-call work. **These individuals are local, they've got the experience you need, and are trustworthy and reliable.** The staff members presented in our proposal are available to begin immediately upon notice to proceed.

## GEOTECHNICAL ENGINEERING

We offer a wide variety of investigative services, including deep or shallow foundations, slope stability analysis, lagoon and landfill investigations, elevated and at-grade water tower and tank structures, dam structures, and other earth retention structures. Our experienced staff members can provide complete quality control testing services for earthwork, concrete construction, and footing inspections.

## SPECIAL INSPECTION AND CONSTRUCTION MATERIALS TESTING (CMT) SERVICES

Many projects involve challenges beyond engineering, and Olsson's Special Inspections team is available to perform a wide variety of code-mandated reviews of specific structural elements on these projects.

Our Special Inspections/Material Testing team will visit your project to provide field testing services, such as nuclear density tests during subgrade preparations and mass grading; concrete testing for roadway, commercial, and industrial projects; welding and high-strength bolt inspections; inspections of structural steel membranes; and fireproofing inspections.

**Olsson also offers in-house and field laboratory testing, as well as environmental testing.**

**We have MoDOT certified inspectors. Our firm has provided consulting services for more than 50 projects for MoDOT and have worked on countless projects that required MoDOT coordination. We also employ former MoDOT employees.**

## AVAILABILITY OF KEY PERSONNEL

We have evaluated our current and projected workload and can commit the necessary local staff to complete this project. Our proposed staff are available to start immediately.

**Bryan Johnson, PE** – Project Manager ***(40%)***
**James Landrum, PE** – Senior Geotechnical Leader ***(30%)***
**Jonathan Lamanes, PE** – (CMT) Manager ***(20%)***
**Jeff Edson, PG** - Construction Team Leader ***(20%)***
**Ian Dillon, PE** – Sr. Geotechnical Engineer ***(30%)***
**Christy Wilson, PE** – CMT Project Engineer ***(30%)***
**Jim Burgess, PE** – Associate Construction Manager ***(30%)***
**Stewart Legg** – Field Operations Leader ***(20%)***
**Ryan Harrison** – Senior CMT Technician ***(30%)***
**Nathan Fisher** – Assistant CMT Technician ***(60%)***
**Dylan Sileo** – Laboratory Testing Manager ***(30%)***
**Taylor Curry** – Non-destructive Team Leader ***(20%)***
**TJ Thompson** – Associate Technician ***(30%)***

**Detailed staff resumes and certifications are in the Appendix section.**

## CERTIFICATIONS ARE IMPORTANT

Our Construction Materials Testing team is certified (AASHTO, KDOT, ACI, USACE, MODOT, PTI, NICET, ASNT, AWS) and experienced in performing on-site and laboratory testing on a multitude of projects, such as:

- Nuclear Density Tests for Subgrade Preparations, Mass Grading Operations, and Backfill Operations
- Soils and Aggregates Field and Lab Testing
- Concrete Field and Lab Testing
- Asphalt Field and Lab Testing
- Structural Steel and Nondestructive Metals Testing

Additionally, Olsson's materials testing laboratory facility is located in Olathe and will allow immediate testing as needed for projects. Our Special Inspections and Non-Destructive staff members are also available to perform a wide variety of code-mandated reviews of specific structural elements (e.g., welding and high-strength bolt inspections; structural steel; non-destructive testing of materials using radiography, ultrasound, liquid dye penetrate, magnetic particle, leak testing, and ground penetrating radar; and 3D mobile scanning services, etc.).

## RESPONSIVENESS/ACCOUNTABILITY

### IF YOU CALL, WE'LL BE THERE!

**Responsiveness and timely execution are critical elements associated with a successful contract. Olsson is very conscientious about timeliness.** A successful theme of our contracts is our firm having the capacity and capabilities to respond quickly to our client's needs with the resources required. We have the advantage of having multiple experts, with a deep pool of resources to back them. This approach has enabled us to continually serve our clients when multiple task orders make a large team necessary, as well as at times when a smaller team with niche expertise is required. ***A testament to this is in 2021, 94 percent of Olsson's work came from repeat clients.***

## EXPERIENCE ON SIMILAR PROJECTS

### Tudor Road Improvements

*LEE'S SUMMIT, MISSOURI*

Good engineering is all about making connections and for decades, the City of Lee's Summit knew the connection of Tudor Road from Main Street to Douglas Street would increase area development and traffic flow.

When we were brought on for engineering, surveying, materials testing, and inspection services, our team faced a few challenges in need of smart solutions. The project involved crossing a Union Pacific railroad track, crossing a creek bed, and avoiding an electrical substation. Additionally, it was crucial to avoid disrupting traffic around a local high school when widening part of Tudor Road.

Our geotechnical and civil engineers easily managed the challenges, designing and obtaining permits for a 120-foot-long bridge to cross the rail tracks without encroaching on Union Pacific's right-of-way. We also helped coordinate major power line relocation to eliminate conflicts with the bridge. Portions of the project were accelerated, helping the city to deliver on its promise to citizens that this project was a high priority.

| PROJECT NAME | OWNER | LOCATION | COMPLETED |
|---|---|---|---|
| On-Call 2021 Engineering & Support Services | City of Shawnee, KS | Shawnee, KS | Ongoing |
| Meadowbrook Park Two-Year Maintenance Inspection | City of Prairie Village, KS | Prairie Village, KS | 2/5/2020 |
| Project Management and Inspection Services | Park Hill School District | Kansas City, MO | 4/29/2019 |
| Stormwater Staff Support (2015-2021) | City of Shawnee, KS | Shawnee, KS | 5/19/2021 |
| 167th St Bridges Over Coffee Creek (BR-1664) | City of Overland Park, KS | Overland Park, KS | Ongoing |
| Duck Cove Stormwater Improvements | City of Lake Quivira, KS | Lake Quivira, KS | 8/5/2020 |
| Kenneth Rd Bridge Replacement Materials Testing | City of Kansas City, MO | Kansas City, MO | 9/22/2021 |
| Interstate 49 Outer Road Testing | Missouri Department of Transportation | Belton, MO | 12/30/2020 |

## *OLSSON HAS*

- ***250+ certified field members to serve you***
- ***Completed 70+ geotechnical, materials testing, inspection projects in Lee's Summit***
- ***Fully-accredited IN-HOUSE and MOBILE labs***

Our materials testing and inspection teams provided the final services for this 3,800-foot-long arterial roadway, which opened ahead of schedule, featuring enhancements such as LED street lighting, decorative railings and stone-form liners, and multi-use pathways. The city quickly saw previously stagnant properties along the roadway begin to flourish—connecting people to businesses, entertainment, and a thriving community.

***Client Reference:***
Scott Ward, Former City Project Manager
913.971.9020; scward@olatheks.org

### Jackson County On-Call Geotechnical and Inspection Services

*JACKSON COUNTY, MISSOURI*

Olsson has been providing on-call geotechnical and inspection services for Jackson County's Public Works Department since 2018. In that first three-year period, our fees totaled $589,000, which indicates the significance of our services provided. Example geotechnical and inspection projects included Jackson's Metal Building; Longview Lake Testing Operations at Golf Course; Jackson County Medical Examiner's Building; Blue River Parkway Improvements; Hunt Road Bridge; Morris Road Culvert; Rock Island Shared-Use Path's North Segment; Rock Island Subconsultant Services; RCB Structures on Buckner Tarsney; Jackson County DCP Testing; East Cline Road Culvert; Wastewater Sampling for Medical Examiner's Site; Fort Osage Erosion, etc.

***Client Reference:***
S Ric Johnson, PE, Senior Project Manager
816.881.4499, ric.johnson@jacksongov.org

### Shawnee Geotechnical, Materials Testing, and Inspection Support Services for Stormwater Projects

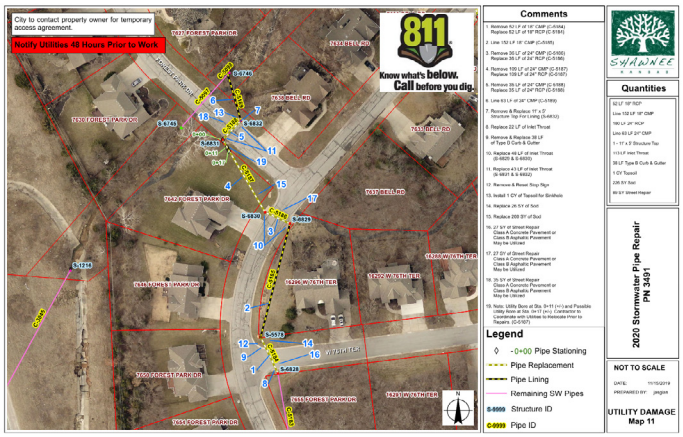
*SHAWNEE, KANSAS*

A growing city such as Shawnee consistently faces stormwater infrastructure in need of improvement or maintenance to maximize its lifespan. To best serve Shawnee and its residents, the City of Shawnee needed a diligent, flexible, and skilled consultant to develop appropriate solutions. Olsson has been that long-standing partner to the city since 2010, serving each year as an extension of the city's stormwater staff by providing stormwater, geotechnical, materials testing, surveying, Geographic Informational Systems, special inspection, and construction management services.

Over the years, Olsson has performed detention and inlet inspections, floodplain mapping and evaluation, water quality design review, drainage evaluation and design, erosion control plan reviews, and construction inspection.

Through this extensive time working with city staff members and designing improvement projects within the city, Olsson has developed a keen understanding of the processes, needs, and strengths of the city. We will continue to apply the client service processes that have worked in the past and apply lessons learned to continue to improve our service going forward.

***Client Reference:***
Cynthia Moeller-Krass, Storm Drainage Engineer
913.631.2500; cmoeller-krass@ci.shawnee.ks.us



## Mission On-Call Geotechnical, Materials Testing, and Inspection Services

*MISSION, KANSAS*

For the past three years, Olsson has been providing on-call geotechnical, materials testing, and inspection services for the City of Mission. Example projects include Lamar Bike Lanes; Reeds Road RCB Repairs; West 50th and Dearborn Stormwater Repairs; 2021 and 2022 Street Preservation Projects; Johnson Drive from Lamar to Roe; 51st and Deerborn Sidewalks; etc. Our total fees for these three years was $874,951, which is indicative of the extensive services we provided the City of Mission.

***Client Reference:***

Brent Morton, Public Works Superintendent
913.676.8380; bmorton@missionks.org

## 2021 On-Call Infrastructure Inspections

*INDEPENDENCE, MISSOURI*

The City of Independence selected Olsson for design and construction management services for the City's 2021 infrastructure improvement program. Olsson completed services on six projects during the 2021 construction season. The projects included civil design, geotechnical design, and construction management for streambank stabilization, replacement of culverts, sanitary, and storm sewer, and a box culvert bridge. During construction Olsson completed review of traffic control, SWPPP installation, material deliveries, stakeholder coordination, communication with residents, and daily construction activities for each project were completed in electronic digital diaries. All projects were inspected and constructed per City of Independence and APWA specifications.

The Trenchard Stream Bank Stabilization project was awarded the best APWA KC Metro Chapter: Stormwater Emergency Repair Project for 2021. The project stabilized a stream channel that had encroached into the backyards of residents. The slope was regraded, rip rap placed, and a new 54" RCP and toe wall were installed to complete the stabilization. The Moore and Spring, Truman and Yuma, and Walnut Gardens projects were also completed with installation of new storm sewer and storm water conveyance structures due to failure of the existing historic systems.

**Arrowhead: Sanitary Sewer Replacement.**
Olsson inspected and documented the installation of 300 LF of 24" steel casing by jack and bore through soft bedrock. The project required the installation of 456 LF 12" PVC SDR 12", 300 LF SDR, placement of 3 new manholes, and realignment of a city waterline and new valves.

**Scott Ave: Bridge Replacement with Two Span-RCB**
The bridge at Scott Avenue and 24th Street had been closed for two years due to dangerous conditions of the structure was demolished and replaced by a double box culvert and bridge deck. The project required the realignment of existing utilities and installation of additional storm sewer inlets in conjunction with the new box culvert installation. The project was complicated by requiring the diversion of the existing waterway during the construction period and utility by-pass pumping during the sanitary sewer realignment.

***Client Reference:***

Michael Winckler, PE, Project Manager
816.325.7619; mwinckler@indepmo.org

# PROJECT APPROACH/WORK PLAN

Olsson's materials testing and special inspections project manager will be Bryan Johnson. Bryan has managed special inspection and materials testing projects for more than 25 years. He has provided project management for the Jackson County On-Call for Geotechnical and Materials Engineering for the last three years. He has also managed other Olsson On-Call agreements with the Cities of Belton, Missouri and Mission, Kansas and previously managed the On-Call for Lenexa, Kansas. A couple of his most recent high profile projects have included the Loew's Convention Center Hotel and Parking Garage in downtown Kansas City, Missouri and the Johnson County Courthouse in Olathe, Kansas.

Bryan will be the primary point of contact for Olsson. His responsibilities will include attending pre-construction and progress meetings, reviewing field reports and testing data, providing technical support for Olsson's field personnel, and sending field reports and field and lab test results to the project team.

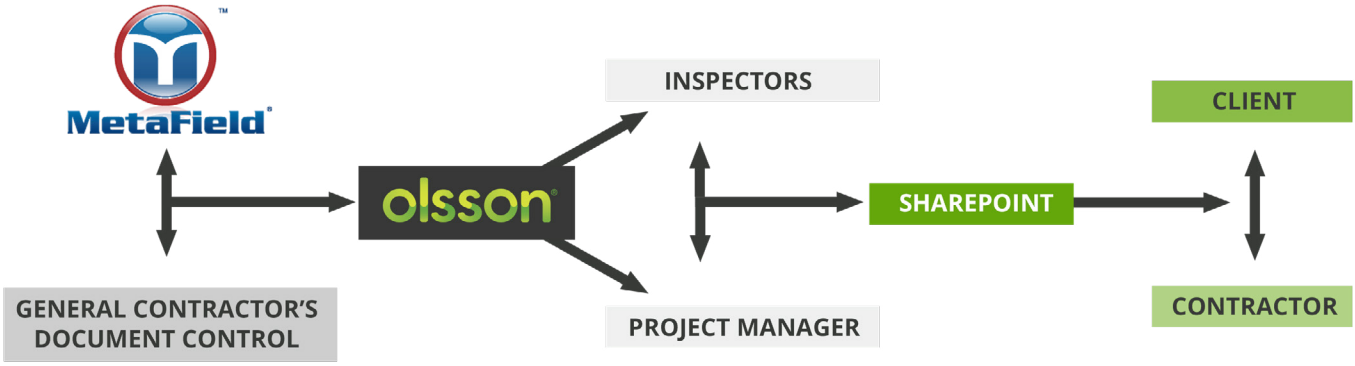
Mike Silsby is Olsson's full-time scheduler and will coordinate with the Lee's Summit Field Staff to determine when Olsson personnel will be needed at the project site(s). Olsson's lead technician for the Lee's Summit, Missouri On-Call will be Nathan Fisher. Olsson has additional field technicians to cover multiple projects during peak construction periods. Nathan and our other field technicians will perform materials testing and daily at the project site(s). Nathan and our other field technicians will generate daily summary reports and document test results performed in the field.

With over 10 years of experience, Dylan Sileo is Olsson's laboratory manager. Dylan will be responsible for ensuring that samples of materials collected by our field personnel are prepared and tested in a timely manner in our AASHTO accredited and CCRL proficiency testing qualified materials laboratory. Our laboratory personnel will coordinate with our Project Manager and field personnel to ensure that lab test results will be communicated to the project team in a timely manner—particularly asphaltic concrete lab test results.

We understand that construction can and does occur at any time of the night and day depending on the construction schedule, ideal times for construction-related shut-downs, or for other reasons. Our lab and field personnel are available 24 hours a day, 7 days a week – even on holidays. We simply ask that 24-hours advance notice be provided to ensure we have certified and qualified personnel and the equipment necessary to perform the work needed. We also understand that advance notice cannot always be given, so we intend to work with City staff to respond to requests for our services on shorter notice. Generally, we can have someone available within 2-hours of being notified of a need for our services.

Our field technicians will provide copies of their daily field reports to the project inspector electronically. Olsson's field personnel will utilize Olsson's electronic reporting system, MetaField. MetaField is a cloud-based, real-time reporting system made specifically for reporting on materials testing and special inspections projects. Our field and lab personnel will enter test results and daily reports into MetaField using their data-enabled phones at the project site or computers in the laboratory.

Once reviewed by our project manager, daily field reports, field, and lab test data will be available to view, save, and/or print on our Client Portal for the entire project team at their convenience. Authorized team members will be provided access so they can receive notifications when project information has been uploaded to our Client Portal and can access daily field reports and field and laboratory testing reports at anytime.




## CRITICAL ISSUES AND APPROACHES TO SOLUTIONS

***Communication:*** Communication is an important part of any successful construction project. To ensure we are communicating with the right people at the right time, we will want to be sure to introduce key personnel with the City of Lee's Summit and Olsson to each other and explain how information is to be shared between them. Olsson will want to be sure to provide contact information to the Lee's Summit staff for our full-time scheduler, project manager, and field technicians. We will want to have contact information for the city's project managers, inspectors, technicians, and anyone else who needs to receive information regarding the projects on which we are working.

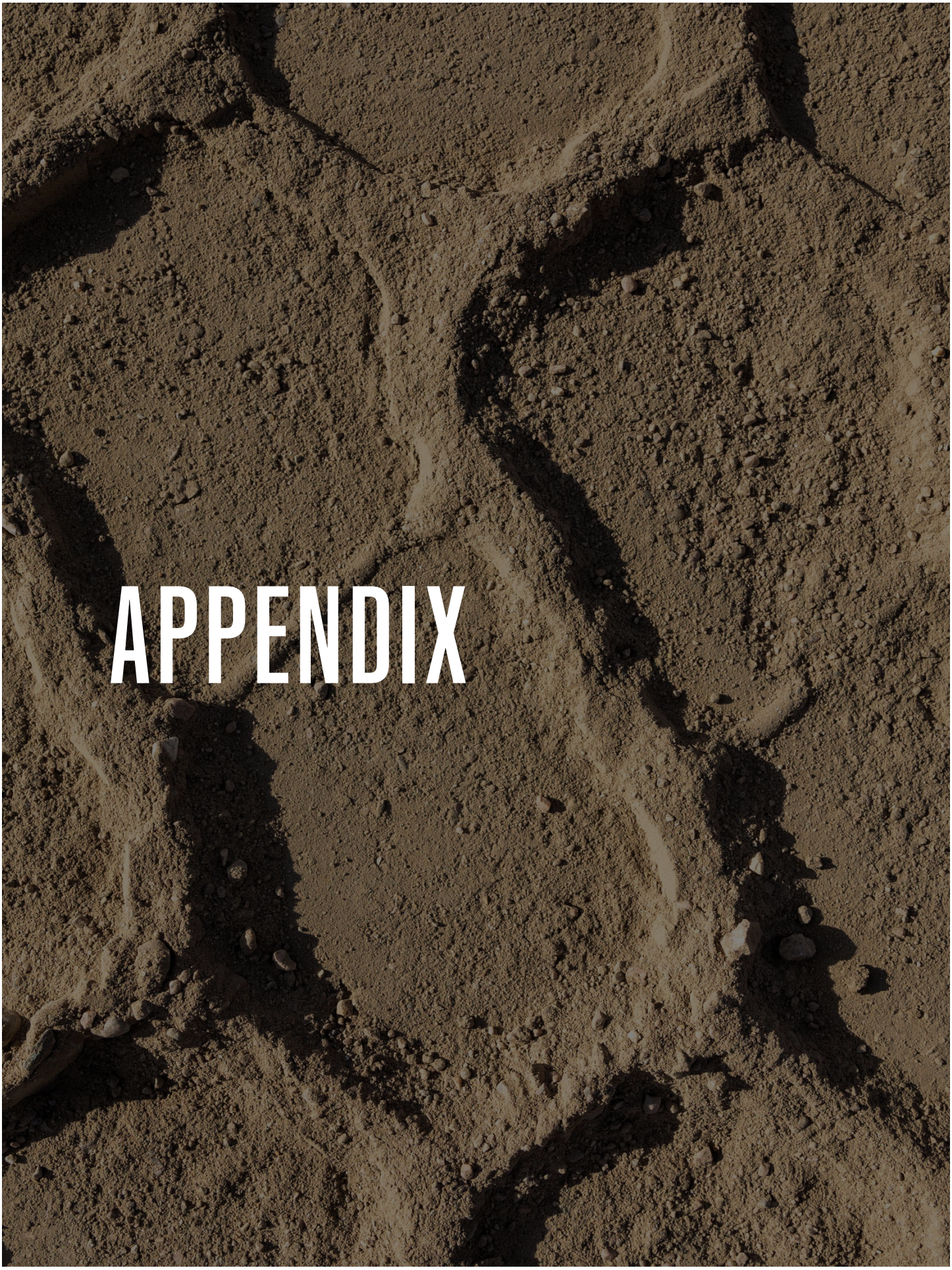
***Timely Reporting:*** Olsson uses an electronic reporting system called MetaField. MetaField is a web-based application that enables our field and lab technicians to enter reports and test data as the work is completed. Our project managers can review these reports and test data making the information available to our clients more quickly than more conventional methods. Our clients are provided login information for Olsson's Client Portal where project reports and test data are available to them to view, save, or print whenever they need it.

***Responsiveness:*** As the on-call testing provider to the City of Lee's Summit, we understand that our field and lab technicians will be expected to make the city's projects their highest priority. Asphalt lab testing, for example, will need to be turned around in a matter of hours—this we understand and can provide. Olsson will respond to all your requests for our services even if our project managers and engineers need to perform the work themselves. Olsson will never put you in a position where we are unable to respond.

While we like to have advance notice of work to be tested, we understand that emergencies arise from time to time. Olsson has the depth of field and lab staff to provide testing service in less than two (2) hours in an emergency.

## QUALITY CONTROL

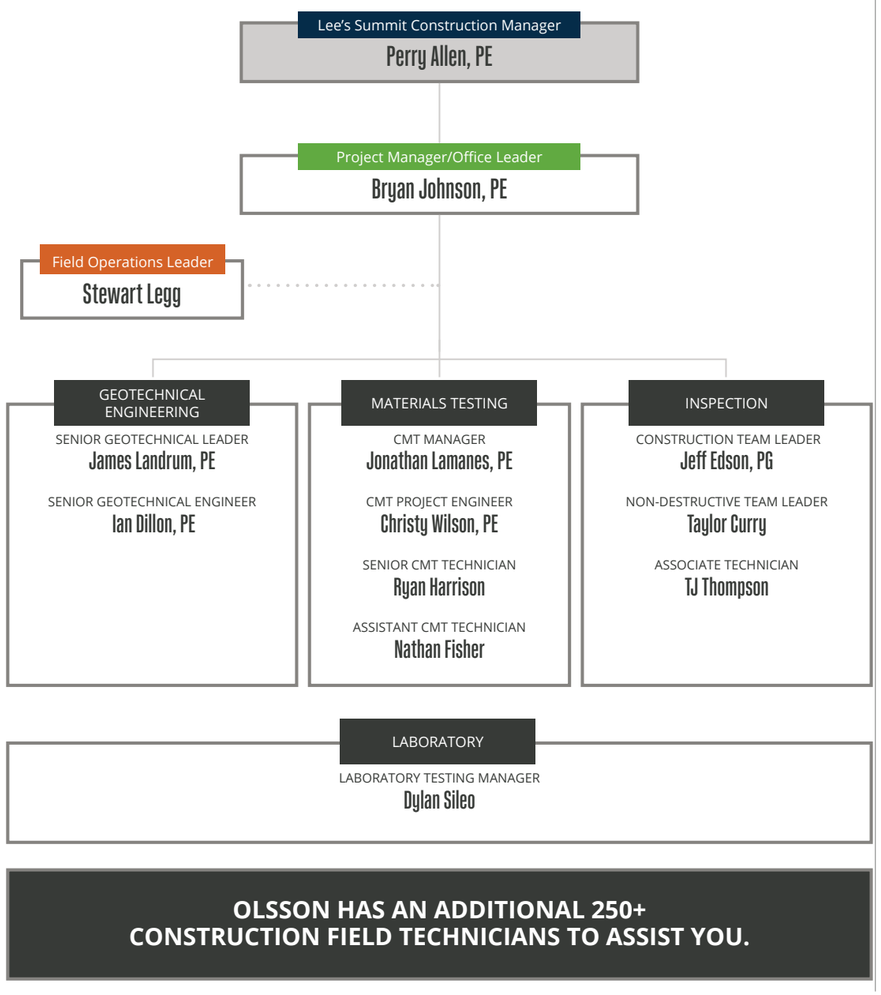
Olsson has made a company-wide commitment to provide quality products and services to our clients. To carry out that commitment, we recognize that each one of us must strive for quality in our individual work, in our work as a team, and in our work in partnership with Lee's Summit. Olsson also believes that quality processes and tasks should be woven throughout the project, from beginning to end. It is Olsson's policy to always peer review final deliverables to ensure quality, accuracy, and technical soundness. We implement these quality control processes to ensure Lee's Summit receives a consistently high quality product.


APPENDIX

## Certifications of Key Team Members

| Last Name | First Name | Concrete Field Testing Technician - Grade I [ACI] | Concrete Strength Testing Technician [ACI] | Aggregate Testing Technician - Level I [ACI] | Concrete Laboratory Testing Technician - Level I [ACI] | Soils Special Inspector [ICC] | Structural Masonry Special Inspector [ICC] | BI | API | CPI | STR | AGF | AGL | CF | CS | SF | SOF | SOL | NUC | PDI | DSI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lamanes | Jonathan | | | | | | | | | | | | | | | | | | | | |
| Fisher | Nathan | 10/01/23 | | | | | | | | | | | | | | Renewing | | Renewing | | | |
| Harrison | Ryan | 06/27/24 | | | | 6/6/2022 | | 1/24/2023 | 1/26/2023 | 1/27/2023 | 1/25/2023 | 3/7/2023 | | | 3/20/2022 | | 2/15/2023 | | 12/20/2022 | 1/30/2023 | 2/22/2023 |
| Dillon | Ian | | | | | | | EXP | EXP | EXP | EXP | | | | | | | | | | |
| Landrum | James | | | | | | | | | | | | | | | | | | | | |
| Sileo | Dylan | 02/06/27 | 12/13/2026 | 8/13/2024 | 8/13/2024 | | 4/14/2024 | 2/22/2022 | 2/24/2022 | 2/25/2022 | 2/23/2022 | 2/2/2022 | 3/31/2022 | 2/8/2021 | | 3/3/2026 | 2/17/2022 | | | | |
| Johnson | Bryan | | | | | | | | | | | | | | | | | | | | |

## Organizational Chart of Key Team Members




**OLSSON HAS AN ADDITIONAL 250+ CONSTRUCTION FIELD TECHNICIANS TO ASSIST YOU.**

PROJECT MANAGER

### Bryan Johnson, PE

*EDUCATION*

- B.S., Civil Engineering, University of Kansas
- M.S., Civil Engineering, Kansas State University

*PROFESSIONAL REGISTRATIONS*

- Professional Engineer: MO, KS

*OVERALL EXPERIENCE*

- 1995 to Present

Bryan oversees Olsson's day-to-day operations as the Olathe office leader, primarily with business development and technical management. He and his team of field professionals offer responsive service and practical solutions to materials testing, special inspections, and geotechnical projects. Under his leadership, the entire team's work helps clients build necessary infrastructure safely and efficiently.

**RELEVANT PROJECTS**

- City of Lee's Summit, Tudor Road; Lee's Summit, MO

### Familiarity with the City of Lee's Summit

***Olsson Field Services Team have been working in Lee's Summit since 2010. We have completed 70+ projects to date.*** Below is an abbreviated sampling of relevant projects that Olsson has delivered on time for the City of Lee's Summit and other entities within your city. Those include:

- South Terminal Water Main Rehabilitation Project - City of Lee's Summit, MO
- Lee's Summit Airport Soil Testing - Mount Carmel Stabilization Group (MTCSG)
- Kansas City Power & Light South 161kV Transmission Line - Evergy Metro
- PAR Electric Longfellow Drilling Evergy Pryor Road Relocation Phase 2 - Evergy Metro
- State of Missouri - Missouri State Highway Patrol CDL - State of Missouri
- On-Call Services - Gradeco Construction
- NDTT On-Call Services - Lawler Gear Corporation
- Lee's Summit On-Call Services - Metal One
- On-Call Services - Strother Fabrication
- Prosser Wilbert Longview B&B Theater - B & B Theaters
- Green Lantern Car Wash #9 - Blue Beacon International
- Box Real Estate NLV Builing 31 - Box Real Estate Development
- M-III B & B Theatres New Longview 7, Materials Testing - Box Real Estate Development
- Central States Construction Summit Village North Master Plan Phase II ESA Geotech - Central States Construction
- CityScape 3rd St & View High Drive - CityScape Residential
- Complete Construction Services Hawaiian Bros Restaurant Improvements - Complete Construction Service
- DCH Summit Woods Jack Stack BBQ, Chipman Hwy 50 Geotechnical Services - DCH Partners
- DCH Partners Jacks Stack BBQ Summit Woods Crossing - DCH Partners
- New Longview Improvements - Emery Sapp & Sons
- Enterprise Const Progress Review Streets of West Pryor Lee's Summit - Enterprise Bank & Trust
- Conspan B-Series Bridge Structure - Gradeco Construction
- Legacy Wood 7th Plat - Gradeco Construction
- Eagle Creek 13th Plat Special Inspections - Hunt Midwest
- Eagle Creek 14th Plat Special Inspections - Hunt Midwest
- The Retreat at Hook Farms - Hunt Midwest
- Eagle Creek 15th and 16th Plats Material Testing - Hunt Midwest
- Jackson County Frank White Complex Parking Lot Asphalt Testing - Jackson County MO
- Frank White Jr Softball Complex Synthetic Turn Infield - Jackson County MO
- Tomahawk Creek - JCI Industries
- Larry Bair B&B Theatre Sanitary Sewer Backfill - Larry Blair Excavating
- Mar Building Services - Mar Building Solutions
- New Longview Apartments Geotechnical Report - NorthPoint Development
- O'Reilly Senior Living Facility Testing - O'Reilly

# KEY TEAM MEMBERS

FIELD OPERATIONS LEADER

## Stewart Legg

*EDUCATION*
- B.S., Journalism, University of Kansas

*CERTIFICATIONS/TRAINING*
- Construction Engineering Technology (CET)
- Radiation Safety Officer
- NICET Level II - Geotechnical, Construction
- ICC Reinforced Concrete
- ICC Structural Masonry
- ICC Fireproofing
- OSHA 10-Hour Construction Safety and Health

*OVERALL EXPERIENCE*
- 1992 to Present

Stewart coordinates construction inspections and materials testing to verify safety and quality of new construction for hospitals, schools, building additions, transportation projects, and flood control projects. He has developed relationships with clients, design team, and contractors, providing open communications to understand project challenges, schedules, and milestones to meet the client's needs.

**RELEVANT PROJECTS**
- Gradco On-Call Special Inspections; Lee's Summit, MO

SR. GEOTECHNICAL LEADER

## James Landrum, PE

*EDUCATION*
- B.S. & M.S., Civil Engineering, Purdue University

*PROFESSIONAL REGISTRATIONS*
- Professional Engineer: CO, IA, KS, MO, NE, TX

*OVERALL EXPERIENCE*
- 1994 to Present

James has completed many projects in Lee's Summit. He is responsible for coordinating geotechnical projects between several offices. Completing geotechnical reports requires close coordination with other disciplines and other firms. He directs staff engineers in completion of assignments, which includes bridges, roadways, schools, industrial and commercial buildings, dams, and retaining structures.

**RELEVANT PROJECTS**
- City of Lee's Summit, Tudor Road Improvements; Lee's Summit, MO
- City of Lee's Summit MO, Lee's Summit On-Call Water and Sewer; Lee's Summit, MO
- City of Lee's Summit, 3rd Street Improvements; Lee's Summit, MO
- City of Lee's Summit, Stormwater- SW Lea Drive; Lee's Summit, MO

CMT MANAGER

## Jonathan Lamanes, PE

*EDUCATION*
- B.S., Civil Engineering, University of Missouri-Kansas City

*PROFESSIONAL REGISTRATIONS*
- Professional Engineer: MO

*OVERALL EXPERIENCE*
- 2013 to Present

Jonathan uses his engineering background to manage and complete special inspections. He oversees the day-to-day operations, guiding technicians to follow the project specifications. Jonathan also reports to clients, giving updates on projects and managing a project team.

**RELEVANT PROJECTS**
- City of Lee's Summit, Tudor Road Improvements; Lee's Summit, MO
- City of Lee's Summit MO, Lee's Summit MO 3rd Street Improvements; Lee's Summit, MO
- City of Lee's Summit MO, Emery Sapp NE Orchard St Final Design Services; Lee's Summit, MO
- Gradco On-Call Special Inspections; Lee's Summit, MO
- NorthPoint Development, Longview Apts; Lee's Summit, MO

CONSTRUCTION TEAM LEADER

## Jeff Edson, PG

*EDUCATION*
- B.S. & M.S., Structural Geology, University of Missouri

*PROFESSIONAL REGISTRATIONS*
- Registered Geologist: KS

*CERTIFICATIONS/TRAINING*
- OSHA 30-Hour
- KDOT LPA Program Management
- Burlington Northern Santa Fe Railroad Contractor Safety Orientation
- Union Pacific Railroad Safety Contractor Orientation
- Railroad Education Roadway Worker Protection
- E-Railsafe Contractor Safety Orientation
- Nuclear Gauge
- Concrete Pavement Inspection
- ACI, Field, Level I & II
- OSHA 40-Hour HAZWOPER
- QC/QA Concrete, KDOT
- CAPA Level A & B

*OVERALL EXPERIENCE*
- 1992 to Present

Jeff has 30+ years of construction observation experience in geotechnical, geologic, and materials project management. His expertise can tell you whether the ground you want to build on will be able to support it, or if the materials being used in your construction project are suitable

SR. GEOTECHNICAL ENGINEER

## Ian Dillon, PE

*EDUCATION*
- B.S., Civil Engineering, University of Missouri-Kansas City

*PROFESSIONAL REGISTRATIONS*
- Professional Engineer: KS, MO, AR, OK, TX

*CERTIFICATIONS/TRAINING*
- Nuclear Gage Training
- OSHA 10-Hour Safety Certification
- UPRR and BNSF Railroad Safety Certification

*OVERALL EXPERIENCE*
- 2007 to Present

Ian has multi-faceted geotechnical engineering experience, including investigation of existing subsurface conditions and materials, laboratory analysis and data computation, and report compilation. Ian's design experience includes shallow, intermediate, and deep foundation systems, seepage and slope stability analysis, soil remediation, estimation of settlement, and pavement design.

**RELEVANT PROJECTS**
- City of Lee's Summit, Tudor Road Improvements; Lee's Summit, MO

CMT PROJECT ENGINEER

## Christy Wilson, PE

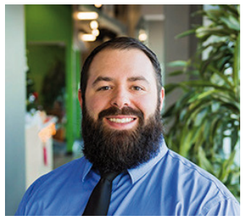
*EDUCATION*
- B.S., Civil Engineering, University of Missouri

*PROFESSIONAL REGISTRATIONS*
- Professional Engineer: AR, MO, KS

*OVERALL EXPERIENCE*
- 2012 to Present

Christy has experience with a wide range of field and laboratory testing, investigations, and evaluations. She is responsible for performing engineering evaluations for bearing capacities of shallow foundations and load capacities of deep pile foundations, estimating settlements, and analyzing slope stability.

**RELEVANT PROJECTS**
- City of Lee's Summit, On-Call Water and Sewer RFQ No. 2016-042-2; Lee's Summit, MO
- City of Lee's Summit, 3rd Street Improvements; Lee's Summit, MO
- City of Lee's Summit, Emery Sapp NE Orchard St Design Services; Lee's Summit, MO
- NorthPoint Development, New Longview Apartments Geotechnical Report; Lee's Summit, MO



NON-DESTRUCTIVE TEAM LEADER

## Taylor Curry

*EDUCATION*
- A.A.S., Nondestructive Testing, Southeast Community College

*CERTIFICATIONS/TRAINING*
- NACE CIP Coatings Inspector, Level I
- AWS Certified Welding Inspector
- NDT Ultrasonics, Level II
- NDT Magnetic Particle, Level II
- NDT Liquid Penetrant, Level II

*OVERALL EXPERIENCE*
- 2008 to Present

Taylor is certified NDT inspector, field technician, and quality control manager. He is responsible for performing on-site, in-service, and in-house inspections; writing welding procedures; certifying welders; and inspecting coatings. Taylor has traveled the U.S. leading projects with a proven record of safety.

**RELEVANT PROJECTS**
- City of Lee's Summit, South Terminal Water Main Rehabilitation Project; Lee's Summit, MO
- City of Lee's Summit, No 7 Water Tower, Woods Chapel, and Scherer Re-Coatings; Lee's Summit, MO

LABORATORY TESTING MANAGER

## Dylan Sileo

*CERTIFICATIONS/TRAINING*
- KDOT Certified Inspector No. 3915 Basic Inspection
- Aggregate Field Tester
- Aggregate Lab Technician
- Soils Field Tester
- Nuclear Moisture Density Gauge Tester
- MoDOT Certified Technician: Aggregate Technician
- HMA Aggregate Technician
- ACI Concrete Field Testing Technician – Grade I
- ACI Concrete Strength Testing Technician
- ICC Reinforced Concrete Special Inspector
- ICC Soils Special Inspector
- ICC Structural Masonry Special Inspector
- Nuclear Gauge Safety Training
- OSHA 30-Hour Safety Certification

*OVERALL EXPERIENCE*
- 2007 to Present

Dylan is currently laboratory manager of Olsson's AASHTO and USACE certified soils and construction materials laboratory. Responsibilities include managing lab technicians, coordinating daily lab operations, overseeing the equipment calibration program, handling billing for lab services, and completing quality assurance of lab operations.

SENIOR CMT TECHNICIAN

## Ryan Harrison

*CERTIFICATIONS/TRAINING*
- ACI Level 1 Field Testing
- Nuclear Density Gauge Safety Training
- KDOT Certified Technician

*OVERALL EXPERIENCE*
- 2013 to Present

After working in construction for a decade, Ryan joined Olsson's Special Inspections team. In his position, Ryan helps with a variety of special inspections projects, including residential and commercial properties. He maintains constant communication with all parties including crews, distribution companies and clients to ensure the quality of work and customer satisfaction.

**RELEVANT PROJECTS**
- City of Lee's Summit, Emery Sapp NE Orchard St Design Services; Lee's Summit, MO
- City of Lee's Summit, Tudor Road Phase II Construction Services; Lee's Summit, MO
- Gradco On-Call Special Inspections; Lee's Summit, MO
- Hunt Midwest, Eagle Creek Development 13th, 14th, 15th, and 16th Plats Special Inspections; Lee's Summit, MO

ASSISTANT CMT TECHNICIAN

## Nathan Fisher

*EDUCATION*
- Bachelor of Science and Technology, Construction Management - Building Information Management, Pittsburg State University

*CERTIFICATIONS/TRAINING*
- OSHA 30-Hour Training

*OVERALL EXPERIENCE*
- 2013 to Present

Analytical and self-starting, Nathan brings strong skills to field service projects. He assists with geotechnical materials testing, inspections, and field and laboratory testing, ensuring accuracy and safety. His experience with managing inventory and team supervision has allowed for safe construction and smart budgeting.

**RELEVANT PROJECTS**
- Longfellow Drilling, Concrete Testing; Kansas City, MO
- Kissick Construction, On-call Services; Kansas City, MO
- City of Kansas City, Fire Station No. 15 Field Services; Kansas City, MO
- Kearney R-1 Schools, Additions and Renovations Materials Testing; Kearney, MO

ASSOCIATE TECHNICIAN

## TJ Thompson

*EDUCATION*
- Texas Non-Destructive Testing Academy

*CERTIFICATIONS/TRAINING*
- American Welding Society Certified Inspector (CWI) #17040631
- American Society for Nondestructive Testing Central Certification Program (ACCP) Level II VT/MT/PT/UT #294758
- ICC Structural Steel Inspector
- ICC Bolting Inspector
- API 510 Inspector #102420
- API 570 Inspector # 100247

*OVERALL EXPERIENCE*
- 1994 to Present

TJ has a thorough skill set in various non-destructive testing methods. After spending nearly two decades in the construction industry, he possesses a strong base for non-destructive testing and welding inspection. He brings meticulous direction to the table, ensuring safe, quality materials.

**RELEVANT PROJECTS**
- City of Lee's Summit, No 7 Water Tower Re-Coating Construction Phase; Lee's Summit, MO
- Paragon Star, Sports Complex, Village & Trail Head Project; Lee's Summit, MO

EXHIBIT B
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
OLSSON, INC.

## SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide the following services to the City on an as-needed basis:

- Geotechnical and Materials Engineering services to include, but not limited to, subsurface exploration, foundation recommendations, soil stabilization, slope stability, retaining wall recommendations, construction recommendations, site visits, interpretation of test data, forensics sampling and analysis, third party reviews, QA/QC analysis, pavement design and analysis, engineering recommendations and preparation of reports.

- Construction materials testing that may include soils, concrete, masonry, aggregates, bituminous mixtures, pavements, roofing systems, structural steel, or other services as needed.

- Building Construction Special Inspection Services as required by the current International Building Code, as adopted by the Codes Administration Department.

- Laboratory testing that may include soils, consolidation, asphalt, aggregates, concrete and masonry, permeability, compaction and density, chemical tests, metals and welding, sheer strengths, pavement, roofing, and other testing as required.

- Provide necessary support equipment to carry out required procedures.

EXHIBIT C
TO
ON-CALL AGREEMENT FOR
GEOTECHNICAL ENGINEERING, MATERIALS TESTING AND INSPECTION SERVICES
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
OLSSON, INC.

[Fee Schedule]

See following page(s).

# 2022 Field Operations Services Unit Rate Schedule

## Special Inspections and Construction Materials Testing Services

### Testing Services ([1] 3-Hour Minimum)

| | | |
|---|---|---|
| Field Technician[1] | Hourly | $55.00 |
| Senior Technician[1] | Hourly | $65.00 |
| Steel Technician (CWI, ICC) (4-Hour Minimum) | Hourly | $90.00 |
| Project Manager / Project Engineer | Hourly | $125.00 |
| Senior Engineer | Hourly | $160.00 |
| Team Leader | Hourly | $200.00 |
| Administrative Assistant | Hourly | $55.00 |

## Laboratory Testing Services

### Aggregate Testing

| | | |
|---|---|---|
| Abrasion - LA Machine | Each | $475.00 |
| Bulk Density (Unit Weight) and Voids | Each | $80.00 |
| Deleterious - Clay Lumps and Friable Particles | Each | $105.00 |
| Deleterious - Lightweight Particles | Each | $230.00 |
| Deleterious - Organic Impurities | Each | $105.00 |
| Material Finer than No. 200 Sieve | Each | $75.00 |
| Minimum & Maximum Index Density & Unit Weight (Vibratory Table) | Each | $260.00 |
| Moisture Content | Each | $21.00 |
| Particle Size (Gradation) - Sieve Analysis > ¾" | Each | $185.00 |
| Particle Size (Gradation) - Sieve Analysis < ¾" | Each | $125.00 |
| Percentage of Fractured Particles in Coarse Aggregate | Each | $120.00 |
| Sand Equivalent Value Fine Aggregate | Each | $210.00 |
| Soundness of Aggregates by Use of Magnesium Sulfate | Each | $210.00 |
| Specific Gravity of Coarse or Fine Aggregate | Each | $185.00 |

### Asphalt Testing

| | | |
|---|---|---|
| Burnoff (Oil Content) and Gradation | Each | $200.00 |
| Bulk Specific Gravity/ Pavement Cores (1pt) | Each | $40.00 |
| Marshall Density (3pt) | Each | $195.00 |
| Marshall Stability and Flow (3pt) | Each | $315.00 |
| Percent Air Voids in Compacted Paving Mix | Each | $40.00 |
| Preparation & Density of Superpave Gyratory Compaction Specimens (1pt) | Each | $320.00 |
| Theoretical Maximum Specific Gravity (Rice) (Gmm) | Each | $155.00 |

1700 East 123rd Street / Olathe, KS 66061
**O** 913.829.0078 / **olsson.com**

## Cement, Concrete, & Masonry Testing

| | | |
|---|---|---|
| ASR Testing | Each | $735.00 |
| Chloride Ion | Each | $165.00 |
| Compressive Strength – Block or Block Prism | Each | $180.00 |
| Compressive Strength - Concrete Cores | Each | $65.00 |
| Compressive Strength - Cube (Grout & Mortar) | Each | $40.00 |
| Compressive Strength - Cylinders | Each | $20.00 |
| Density, Absorption & Voids of Hardened Concrete | Each | $630.00 |
| Flexural Strength of Concrete | Each | $75.00 |
| Length Change of Hardness Hydraulics - Cement, Concrete, Mortar | Each | $135.00 |
| Measuring Thickness of Concrete Elements (Drilled Cores) | Each | $35.00 |

## Equipment

| | | |
|---|---|---|
| Standard Equipment (Nuclear Density Gauge/Slump Cone | Daily | $15.00 |
| Safety Equipment (Fall Protection) | Daily | $50.00 |
| Coring Equipment/Machine | Daily | $250.00 |
| Inclinometer Probe | Each | $235.00 |
| Floor Flatness Equipment | Daily | $300.00 |
| Settlement Monitoring Plates | Each | $300.00 |
| Mobile Lab | Monthly | $475.00 |
| Vapor Emission Test Kit | Each | $60.00 |
| Relative Humidity Probe | Each | $80.00 |
| Dynamic Cone Penetrometer | Daily | $105.00 |

## Soil Testing

| | | |
|---|---|---|
| Atterberg Limits (Plasticity Index) | Each | $90.00 |
| CBR Laboratory Compacted (1pt) | Each | $230.00 |
| CBR Laboratory Compacted (3pt) | Each | $630.00 |
| Consolidation - One-Dimensional | Each | $440.00 |
| Dispersion - Crumb Test | Each | $35.00 |
| Dispersion - Pinhole | Each | $160.00 |
| Direct Shear Test of Soils (Consolidated Drained) (3pt) | Each | $1,600.00 |
| Density (Dry/Wet) | Each | $30.00 |
| Material Finer than a No. 200 Sieve (P-200) | Each | $75.00 |
| Moisture Content | Each | $21.00 |
| Moisture Content - Microwave | Each | $30.00 |
| Moisture Density (Modified Proctor) | Each | $200.00 |
| Moisture Density (Modified Proctor w/Chemical Additive | Each | $240.00 |
| Moisture Density (Standard Proctor) | Each | $180.00 |
| Moisture Density (Standard Proctor w/Chemical Additive) | Each | $220.00 |
| Oversize Particle Correction | Each | $55.00 |
| Particle Size (Gradation) - Hydrometer | Each | $200.00 |
| Particle Size (Gradation) - Sieve Analysis | Each | $125.00 |
| Permeability - Flexible Wall Permeameter (Intact) | Each | $550.00 |
| Permeability - Flexible Wall Permeameter (Remold) | Each | $650.00 |

| | | |
|---|---|---|
| Permeability - Granular Soils | Each | $170.00 |
| Resistivity – 2 or 4 Electrode Soil Box Method | Each | $150.00 |
| Swell or Collapse (One Dimensional) | Each | $285.00 |
| Triaxial Compression – Consolidated Drained (Intact) | Each | $1,730.00 |
| Triaxial Compression – Consolidated Drained (Remold) | Each | $1,930.00 |
| Triaxial Compression – Consolidated Undrained (Intact) | Each | $1,575.00 |
| Triaxial Compression – Consolidated Undrained (Remold) | Each | $1,775.00 |
| Triaxial Compression – Unconsolidated Undrained | Each | $180.00 |
| Unconfined Compression Strength - Intact Rock Cores | Each | $75.00 |
| Unconfined Compression Strength - Soils | Each | $60.00 |

### Sprayed Fire Resistive Materials (SFRM)

| | | |
|---|---|---|
| Cohesion/Adhesion of SFRM to Structural Members | Each | $50.00 |
| Thickness and Density of SFRM to Structural Members | Each | $50.00 |

## Steel, NACE, NDT, and Destructive Testing Services

### Steel Services ([2] 6-Hour Minimum)

| | | |
|---|---|---|
| NDT Level II Technician[2] | Hourly | $95.00 |
| NDT Assistant | Hourly | $55.00 |
| NDT 2 Man Crew (Radiography) | Hourly | $135.00 |
| NDT 3 Man Crew (Radiography) | Hourly | $240.00 |
| NDT Level III Technician[2] | Hourly | $250.00 |
| Steel Technician (CWI)[2] | Hourly | $100.00 |
| API Inspector | Hourly | $100.00 |
| GPR Technician | Hourly | $105.00 |
| GPR 2 Man Crew | Hourly | $175.00 |
| NACE Inspector | Hourly | $95.00 |
| Phased Array Technician[2] | Hourly | $110.00 |
| Phased Array Crew (2 Technicians)[2] | Hourly | $150.00 |
| Project Manager | Hourly | $140.00 |
| Senior Project Manager | Hourly | $160.00 |
| Administrative Assistant | Hourly | $65.00 |

### Equipment

| | | |
|---|---|---|
| Air Monitor | Per Day | $125.00 |
| Backlight | Per Trip | $75.00 |
| Barcol Hardness Tester | Per Trip | $100.00 |
| Coating Inspection KIT (NACE) | Per Trip | $125.00 |
| Ground Penetrating Radar Unit | Per Trip | $300.00 |
| High Voltage Holiday Detector (NACE) | Per Trip | $100.00 |
| Low Voltage Holiday Detector (NACE) | Per Trip | $55.00 |
| Magnetic Particle Machine | Per Trip | $75.00 |
| MFL Floor Scan Equipment | Per Day | $900.00 |
| Miscellaneous Tools | Per Day | $250.00 |

| | | |
|---|---|---|
| Mobile Dark Room and Source Rental | Per Day | $100.00 |
| Phased Array | Per Day | $350.00 |
| Phased Array Encoder | Per Day | $100.00 |
| PMI Machine | Quote | |
| Skidmore-Wilhelm Equipment | Per Day | $500.00 |
| Torque Wrench | Per Day | $50.00 |
| Ultrasonic Testing Machine | Per Trip | $125.00 |
| Ultrasonic Testing Shear Wave Machine | Per Trip | $125.00 |
| Vacuum Box | Per Trip | $50.00 |
| 4x1 Multiplier | Per Day | $100.00 |

## Consumables

| | | |
|---|---|---|
| Magnetic Particle Powder | Per Bottle | $20.00 |
| Penetrant Material | Per Can | $20.00 |
| Ultrasonic Couplant | Per Bottle | $20.00 |
| Cold Weather Couplant | Per Bottle | $25.00 |
| Food Grade Couplant | Per Bottle | $70.00 |
| Vacuum Box Solution | Per Bottle | $18.50 |
| 70mm RT Film (7”/10”/17”) | | $3.50/$5.00/$9.00 |
| 4.5” x 10” RT Film | Each | $10.00 |
| 4.5” x 17” RT Film | Each | $14.00 |
| 7” x 17” RT Film | Each | $24.00 |
| 14” x 17” RT Film | Each | $42.00 |

## Steel Laboratory Testing

| | | |
|---|---|---|
| Bend Test | Each | $75.00 |
| Macroetch Testing | Each | $65.00 |
| Milling and Preparation of Test Specimens | Hourly | $95.00 |
| Nick Break Test | Each | $75.00 |
| Rockwell Hardness | Quote | |
| Impact Testing | Quote | |
| Tensile Test | Each | $110.00 |
| Test Plates – Mild Steel | Market Rate+15% | |
| Test Plates – Stainless/Aluminum | Market Rate+15% | |
| Ultrasonic Testing of Tank Car | Quote | |

## Welding Procedures and Certifications

| | | |
|---|---|---|
| Procedure Qualification Test Record (Documentation Only) | Per Test | $600.00 |
| Weld Procedure Specification (Pre-Qualified) | Ea/WPS | $500.00 |
| WPS and WQTR – D1.3 (1st Welder) | Per Test | $250.00 |
| Welder Qualification Test Record (Pipe) | Per Test | $275.00 |
| Welder Qualification Test Record (Plate) | Per Test | $250.00 |

**Additional Steel Services** – Quote on Request: PQTR, WPS, WQTR, PMI Testing, Rockwell Hardness Testing, Impact Testing, and Test Plates – Mild Steel and Stainless/Aluminum

# Miscellaneous Services

## Travel

| | | |
|---|---|---|
| Mileage (Portal to Portal) | Mile | $0.85 |
| Mileage Dark Room (Portal to Portal) | Mile | $1.25 |
| Per Diem | Daily | Quote |

## Additional Notes

1. These Unit Fees are in effect until January 1, 2023. Services and fees not listed above will be quoted upon request.
2. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
3. Subcontracted services and expenses will be invoiced at our cost plus 20%