

Exhibit 1

**ADDENDUM NO. 4
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2020-30-2
WATER TOWER RE-COATINGS PROJECT – WOODS CHAPEL AND SCHERER LOCATIONS**

THIS ADDENDUM NO. 4 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2020-30-2 is made and entered into this _____ day of _____, 2021, by and between the City of Lee’s Summit, Missouri (hereinafter “City”), and Olsson, Inc. (hereinafter “Engineer”).

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated December 10, 2019 (RFQ No. 2020-30-2) for professional engineering services for On-Call Professional Engineering Services (hereinafter “Base Agreement”); and,

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

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

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

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

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

Water tower re-coating design, bidding and construction phase services for Woods Chapel and Scherer Towers as described in Exhibit A of the Addendum No. 4 attached hereto and incorporated herein by reference. All other provisions of the Base Agreement shall remain in full force and effect.

**ARTICLE II
COMPENSATION FOR SCOPE OF SERVICES**

Payment to the Engineer for the services identified herein shall not exceed \$196,008, pursuant to the rates set forth in Exhibit A to the Base Agreement.

ARTICLE III

TERMS OF BASE AGREEMENT TO APPLY

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 4.

This Addendum No. 4 shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Modification to On-Call Agreement to be executed on the _____ day of _____, 2021.

CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

BRIAN HEAD
CITY ATTORNEY

ENGINEER: OLSSON, INC.

BY: Kevin Waldron, P.E.
TITLE: Vice President

Attest:

EXHIBIT A to ADDENDUM NO. 4 SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the On-Call Agreement for Professional Water and Sanitary Sewer Engineering Services (RFQ No.2020-30-2) dated December 10, 2019 between City of Lee's Summit ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Modification No. 4 of the Agreement is indicated below.

GENERAL

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

PROJECT DESCRIPTION AND LOCATION

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

Project Description: Water Tower Re-Coatings: Woods Chapel and Scherer Locations

COMPENSATION

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

Olsson's Scope of Services will be provided on a time and expense basis, including the addition of \$100 per trip-day Positector equipment charge not to exceed One Hundred Ninety-Six Thousand Eight Dollars (\$196,008.00) without written amendment authorization from the Client.

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: August 15, 2021

Anticipated Completion Date: December 31, 2022

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

SCOPE OF SERVICES

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

Phase 100 – Engineering Design

Engineering design shall be based on previous information and data and limited to updating previous deliverables provided to Client by Olsson under Addendum No. 3 to On-Call Agreement for Professional Engineering Services No. 2016-042-2, Water Tower Recoating Projects, dated September 11, 2017, as follows:

Updated Draft Specifications

Olsson shall develop relevant technical specifications in CSI, 16-division format for re-coating work including general requirements, sequencing/schedule, maintenance of operations, coating system and other material and installation requirements, acceptance/warranty, and special conditions for incorporation into City's bidding and construction contract documents. Olsson shall submit draft specifications in PDF format and three (3) hard copies for City review and comment.

Updated Limited Site/Staging Plans

Olsson shall develop plan sheets for each site including site plan, access/staging area(s), and relevant tower details based on original construction documents. No survey or base map development is included. Olsson shall submit draft plans in PDF format and three (3) hard copies for City review and comment.

Updated Final Plans and Specifications

Olsson shall incorporate City comments/revisions from draft review and prepare final plans and specifications.

Review Meetings

Olsson shall conduct one (1) initial design review meeting with City staff prior to beginning draft deliverables and one (1) design review meeting with City staff following submittal of draft specifications and plans.

Opinion of Probable Construction Cost

Olsson shall prepare an opinion of probable construction cost and include with draft and final plan/specification submittals and prior to bid opening.

Phase 100 Fee: \$12,723.00

Phase 200 – Bid Phase Services

Bid Documents

Olsson shall prepare and provide bid documents in PDF format for City posting to virtual plan room.

Bidder Questions

Olsson shall respond to bidder's questions regarding construction documents, as required.

Addenda

Olsson shall prepare and provide requested addenda in PDF format for City posting to virtual plan room.

Pre-Bid Meeting

Olsson shall attend a pre-bid meeting with prospective bidders.

Bid Opening

Olsson shall attend bid opening meeting.

Bid Evaluation

Olsson shall prepare a tabulation of bids and evaluate bids and bidder qualifications.

Recommendation of Award

Olsson shall provide a written recommendation, based upon bid evaluation results.

Phase 200 Fee: \$11,416.00

Phase 300 - Construction Administration Services

Olsson shall provide the following administrative assistance services for the construction contract up to Project substantial completion, over an anticipated period of 15 active months. Olsson shall provide documents and communications for City staff posting to City's document management software.

Pre-construction Meeting

Olsson shall conduct a pre-construction meeting, prepare meeting agenda, and prepare and distribute meeting minutes to attendees.

Submittal Data

Olsson shall review Client's Contractor's submittal data on materials for general conformance to design intent.

Progress Payments

Olsson shall review Client's Contractor's monthly progress payment applications for general conformance to work progress and mathematical accuracy.

Progress Meetings

Olsson shall conduct monthly progress meetings during Project construction and prepare and distribute meeting minutes to attendees. Olsson shall attend a total of 15 progress meetings.

Change Orders

Olsson shall evaluate and review Client's Contractor's change order requests. If acceptable, Olsson shall develop change orders for Client's approval, as required.

Phase 300 Fee: \$29,097.00

Phase 400 - Construction Observation Services**Construction Observation**

Olsson shall perform construction observation services and duties of Engineer as defined in Article 9 of the General Conditions of the Construction Contract. Olsson shall also provide Resident Project Representative (RPR) services outlined in Exhibit B of the construction documents, "Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" with the following revisions:

- Replace Paragraph 8, Sub-paragraph a, with the following:
“Maintain digital records of daily observation reports, inspection reports, site photos, progress meeting minutes, plans and specifications, shop drawings, change orders, work change directives, and other project related documents.”
- Replace Paragraph 8, Sub-paragraph b with the following:
“Keep a digital log of daily observation or inspection reports for each day the RPR is onsite, recording CONTRACTOR work performed, weather conditions, details and results of inspections or tests performed, job site visitors, daily activities, decisions, general and specific observations made, and all other pertinent information.”
- Add the following Sub-paragraph to Paragraph 9:
“e. Daily observation or inspection reports will be submitted to the OWNER on a weekly basis through the OWNER’S online construction administration site. Other construction administration items will be submitted through the site as requested by the OWNER”.

Olsson’s RPR shall be a NACE CIP Level 2 certified inspector for the review of technical specifications for coatings and application; observation of blasting/surface preparation and cleaning; weather conditions; and coating application (all prime, intermediate, and final coats). Each coating layer will have dry film thickness readings collected. Surface profile readings, weather conditions, wet mil thickness, and dry film thickness readings will be recorded in a field coating report. A final coating oversight/inspection document will be completed.

RPR duties are anticipated to be approximately full-time hours during Client's Contractor's active working days and allowable working hours defined in the construction contract. A total of 140 working days and estimated 1,120 hours are anticipated to complete construction work in the required sequence, over a period of nine (9) active working months during the restricted construction season and schedule.

Contract Documents

Olsson shall provide written responses to Client’s requests for information (RFIs) about contract documents, as required.

Phase 400 Fee: \$136,865.00

Phase 500 - Project Close-Out

Substantial Completion Recommendation

Upon Client's Contractor's request for substantial completion approval, Olsson shall verify the Project on site and respond to Client.

Final Inspection

Olsson shall conduct a Project final inspection with Client. Olsson shall provide written punch list and/or certificate of completion to Client's Contractor and Client.

Record Drawings

Olsson shall revise construction documents to reflect construction records for the Project with Client's Contractor and RPR record drawings. Olsson shall provide Client with one (1) electronic copy and one (1) paper copy.

Phase 500 Fee: \$5,906.00

TOTAL PROJECT SERVICES FEE: \$196,008.00

ADDITIONAL SERVICES

The following are examples of tasks/services that Client may authorize as an Additional Service or as an amendment to this Work Order.

Miscellaneous Additional Services

Services of certified construction cost estimator, additional meetings; certified payroll review; extended RPR service period for construction contract time extensions/delays; and/or additional quantity/scope of services.

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

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

Attachments

Exhibit B: A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative
Fee Estimate

**A LISTING OF THE DUTIES, RESPONSIBILITIES
AND LIMITATIONS OF AUTHORITY OF THE
RESIDENT PROJECT REPRESENTATIVE**

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

FEE ESTIMATE



Date: 7/15/2021

Job: Lee's Summit Utilities On-Call, Addendum 4 - Tower Re-coatings, Part 2 (Based on 2 Towers)

0.00

Phase/ Task	Description of Work	TOTAL MAN- DAYS	TOTAL LABOR FEE	TOTAL EXPENSE FEE	TOTAL FEE
Phase 100 - Design					
101	Update Draft Specifications	4.00	\$3,628		\$3,628
102	Update Limited Site / Staging Plans	1.00	\$925	\$76	\$1,001
103	Update Final Specifications	1.75	\$1,770		\$1,770
104	Review Meetings (2 Anticipated)	2.00	\$3,185	\$56	\$3,241
105	Opinion of Probable Construction Cost	2.25	\$3,083		\$3,083
	Sub-Total	11.00	\$12,591	\$132	\$12,723
Phase 200 - Bid Phase Services					
201	Prepare Distribute Bid Documents	1.00	\$742		\$742
202	Answer Bidder Questions	1.75	\$2,245		\$2,245
203	Prepare Addenda	1.75	\$1,831		\$1,831
204	Attend Pre-Bid Meeting	1.50	\$2,389	\$28	\$2,417
205	Attend Bid Opening	1.00	\$1,593	\$28	\$1,621
206	Evaluate Bids	1.00	\$1,593		\$1,593
207	Recommend Award	0.75	\$967		\$967
	Sub-Total	8.75	\$11,360	\$56	\$11,416
Phase 300 Construction Administration Services					
301	Preconstruction Meeting	1.50	\$1,973	\$28	\$2,001
302	Submittal Data	6.50	\$6,316		\$6,316
303	Progress Payments	4.75	\$4,363		\$4,363
304	Progress Meetings (15 meetings)	9.38	\$13,223	\$336	\$13,559
305	Change Orders	2.50	\$2,859		\$2,859
	Sub-Total	24.63	\$28,733	\$364	\$29,097
Phase 400 Construction Observation Services					
401	Construction Observation - RPR/NACE	151.25	\$121,156	\$10,050	\$131,206
402	Contract Documents	4.63	\$5,659		\$5,659
	Sub-Total	155.88	\$126,815	\$10,050	\$136,865
Phase 500 Project Close Out					
501	Substantial Completion Recommendation	1.00	\$1,259		\$1,259
502	Final Inspection	2.50	\$2,898	\$79	\$2,977
503	Record Drawings	1.63	\$1,670		\$1,670
	Sub-Total	5.13	\$5,827	\$79	\$5,906
	GRAND TOTAL	205.39	\$185,327	\$10,681	\$196,008