

**SUPPLEMENTAL AGREEMENT NO. 4  
FOR PROFESSIONAL SERVICES  
City of Olathe, Kansas**

This Supplemental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Olathe (“City”) and Burns & McDonnell Engineering Company, Inc., (“Consultant”) (collectively, the “Parties”).

WHEREAS, the City and Consultant have previously entered into an Agreement, dated December 5, 2017 (“the Agreement”), for engineering design of the 103<sup>rd</sup> Street Lift Station and Forcemain Project; PN 1-C-011-17 (“Project”); and

WHEREAS, Section II.B.2 of the Agreement provides that Consultant will provide, with City’s concurrence, services in addition to those listed in the Agreement when such services are requested or authorized in writing by the City; and

WHEREAS, this Supplemental Agreement between the Parties is to provide additional project management and construction phase services for the Project as outlined in **Exhibit A** of this Supplemental Agreement, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into this Supplemental Agreement to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional services in this Supplemental Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

- A. The Agreement is hereby amended as follows: The scope of services now includes Exhibit A of this Supplemental Agreement.
- B. The total fee for the additional professional services provided pursuant to this Supplemental Agreement is \$198,264, which raises the total fee for all services provided under the Agreement from \$871,211 to \$1,069,475.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written Supplemental Agreement approved by the Parties and by this Supplemental Agreement, including all policies of insurance which will cover the work authorized by this Supplemental Agreement.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be executed as of the day and year first above written.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
J. Michael Wilkes, City Manager

ATTEST:

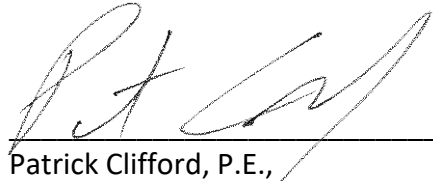
\_\_\_\_\_  
City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Deputy/Assistant City Attorney

Burns & McDonnell Engineering Company, Inc.

By:   
\_\_\_\_\_  
Patrick Clifford, P.E.,  
Regional Global Practice Manager  
9400 Ward Parkway  
Kansas City, MO 64114

## **Exhibit A SCOPE OF SERVICES**

### **INTRODUCTION**

This scope of services is to provide additional project management and engineering consulting services to the City of Olathe, Kansas, (City) related to the final design, bidding and construction phase of the 103<sup>rd</sup> Street Lift Station and Force Main (Project). The Engineer's scope of services includes work activities for the following Task Series:

- Task Series 100 – Project Management and Support
- Task Series 200 – Project Delivery
- Task Series 300 – Strategic Communications

Engineer will provide staff resources to assist the City in the performance of project management and engineering consulting services and development of project deliverables as defined in this Scope of Services. It is understood by both the City and Engineer, that as an extension of the City staff, performance of project management and engineering consulting services and deliverables defined in this Scope of Services may be performed and developed jointly by the City and Engineer, not necessarily by the Engineer alone. It is also understood that due to the unknown nature of needs within the City over the term of this contract, that final services, work products, or work areas may change, or extend beyond areas defined in this Scope of Services and some services may not be initiated or completed, as mutually agreed upon by the City and Engineer.

### **BASIC SCOPE OF SERVICES**

The Basic Scope of Services to be provided by the Engineer are described below:

#### **TASK SERIES 100 – PROJECT MANAGEMENT AND SUPPORT**

##### **Project Management**

100) Provide a Project Manager to manage the Project team and act as the primary liaison with City staff. Project Manager will be responsible for:

- oversight of all project management services to be performed by the Project team, including quality assurance and quality control, timely completion of services, project planning, task coordination and implementation, project controls, progress reporting, and work product delivery;
- providing strategic and day-to-day oversight, coordination, collaboration, and direction to activities related to the Project;
- attending City council meetings, public meetings, and regulatory meetings when information regarding the Project is presented; and

- managing, administering and allocating resources to complete the project management and engineering consulting services within scope of services, schedule, and budget limitations.

- 101) Prepare and submit monthly invoices and progress reports. The monthly progress reports shall include a summary of activities recently completed and ongoing, list action items for City staff, and identify potential scope of services and schedule adjustments.
- 102) Monitor and report the status of project schedules, schedule variances, and project completion forecasts. Maintain and update the project schedule and submit periodic schedule status reports to City management and staff.
- 103) Schedule, prepare for, and participate in project regulatory, stakeholder, and City management meetings and conference calls as needed to discuss and coordinate project activities, provide progress updates, and achieve timely completion of work activities.

## **TASK SERIES 200 – PROJECT DELIVERY**

- 200) Assist the City with implementing and managing the 103<sup>rd</sup> Street Lift Station and Force Main project. Provide contract administration and project delivery services to support implementation of the Project from design, bid advertisement and construction phases through start-up and achievement of full operation to final completion of construction and project closeout.

Assistance may include the following as requested: development of scopes of work; contract negotiation support; preparation of internal documentation; coordination with other City consultants and contractors; and management of the scope, schedule, budget, and potential risks, as requested by the City.

- 201) Provide technical coordination and actively monitor the overall delivery of the Project. Assist by directing, guiding, monitoring, and supporting the Project team members that are assigned to manage the scope, schedule, budget, and potential risk exposure of the Project.
- 202) Serve as the primary point of contact on behalf of the City to interface directly with stakeholders and construction contractors. Manage the scope, schedule, budget, and potential risk exposure of the Project.
- 203) Provide construction management support services to the City for the Project. Proactively facilitate the timely resolution of construction related issues that arise working collaboratively with the City, RPR, and Contractors.

- 204) Provide review of all contractor submittals, shop drawings, samples, and data which the contractor is required to submit for general conformity to the Contract Documents.
- 205) Respond to all contractor requests for information (RFI). Engineer shall recommend work change directives and change orders to the City, as appropriate. Engineer shall review and evaluate requests for change orders that may be requested during the construction period and provide a recommendation to the City.
- 206) Provide a part-time RPR to observe construction activities and provide validation/acceptance of completed work. Scope of services includes up to 200 hours of on-site observation.

### **TASK SERIES 300 – STRATEGIC COMMUNICATIONS**

- 300) Schedule, prepare for, and participate in strategic communication meetings and conference calls as needed to discuss and coordinate communication activities, provide progress updates, and achieve timely completion of work activities.
- 301) Assist with public outreach and stakeholder engagement to support the City and to build stakeholder support for the Project. Assist with the development of content and to support communications, including graphics, presentations, and brochures. Develop presentation materials for internal meetings, Commission meetings, and public outreach as requested. Coordinate with City communications staff to support established communications standards and protocols, and to incorporate City staff input and review comments through a collaborative effort.
- 302) Assist with communications, presentations, and coordination with the Cedar Creek Architectural Review Committee.
- 303) Assist with the development and delivery of strategic public communications about the Project to stakeholders, community partnerships, and media outlets. Provide Project information to the City for inclusion in internal and external communication efforts.

### **SCHEDULE**

Project management and engineering consulting services will continue to be performed through bidding and construction of the project.

## **COMPENSATION**

A contract maximum upper limit in the amount of \$198,264.00 has been established by the City to compensate Engineer for services performed under this Supplemental Agreement. Compensation will be made in accordance with the Professional Service Agreement dated December 5<sup>th</sup>, 2017, and the Engineer's current Schedule of Hourly Professional Service Billing Rates.

## **OPTIONAL SERVICES**

Under this Supplemental Agreement, the City may request the Engineer to provide a wide range of staff resources to supplement and support City staff. Any work requested by the City that is not specifically stated in the Scope of Services listed above will be classified as Optional Services.

Optional Services will not be performed unless the City provides written authorization to Engineer that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon.