

**SUPPLEMENTAL AGREEMENT NO. 2  
FOR PROFESSIONAL SERVICES  
City of Olathe, Kansas**

This Supplemental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Olathe, hereinafter referred to as the "City", and Burns & McDonnell Engineering Company, Inc., hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated November 6, 2018 ("the Agreement"), for the Vertical Well Field Improvements Project; PN 5-C-031-18 hereinafter referred to as the "Project"; and

WHEREAS, SECTION II of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Professional Services Agreement, when such services are requested or authorized in writing by the City.

WHEREAS, this Supplemental Agreement No. 2 between the parties heretofore is to provide design services to include project coordination activities for the Project as outlined in **Exhibit A** of this Supplemental Agreement No. 2, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 2 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 professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

- A. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 2 is \$160,734, which raises the total fee for all services provided under the Agreement from \$424,488 to \$585,222.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 2, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 2.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 1 to be executed as of the day and year first above written.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Michael E. Copeland, Mayor

ATTEST:

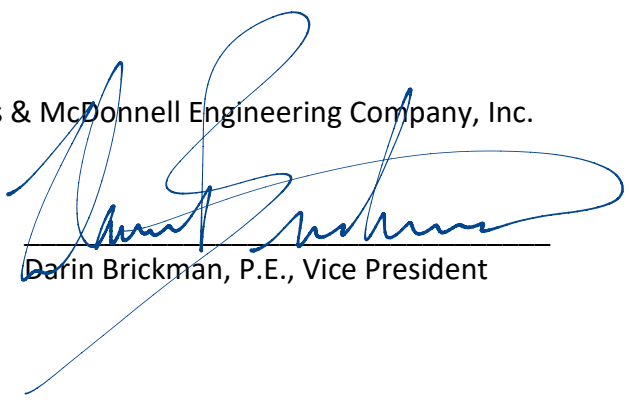
\_\_\_\_\_  
City Clerk

(Seal)

APPROVED AS TO FORM:

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

Burns & McDonnell Engineering Company, Inc.

By:   
\_\_\_\_\_  
Darin Brickman, P.E., Vice President

## **EXHIBIT A**

The City has requested additional services from Consultant related to expansion of the project scope from the development of plans and specifications for one vertical well site to the development of plans and specifications for a total of five vertical well sites. The City has also requested additional design review meetings. The additional services requested by the City, to be provided by the Consultant, are set forth below.

### **Supplemental No. 2    Scope of Services**

1. Consultant will conduct two, 2-hour Design Review Workshops. Consultant will lead the design review meetings between Consultant and the City. The meeting will be attended by the Consultant Project Manager and two additional team members. Consultant will develop meeting agendas and disseminate electronic copies of meeting minutes.
  - a. The first meeting will be to review the 30% design work performed through Task 4 of the Project (as detailed in the scope of services Exhibit B of the Agreement)
  - b. The second will be to review of 60% design drawings prepared for KDHE submittal. Drawings that will be reviewed include:
    - i. Above grade well platform.
    - ii. Electrical improvements.
    - iii. Raw water pipeline
  - c. Consultant will review construction considerations, cost savings, or design improvements identified by the City will incorporate changes into the 90% design documents as appropriate.
2. Consultant will evaluate alternatives to update and repurpose the electrical building room of Horizontal Collector Well No. 2 (HCW2) to include electrical equipment that will power both the HCW2 pumps and the pumps for the redeveloped vertical wells.
  - a. A minimum of two alternate configurations will be developed and reviewed with the City.
  - b. Alternatives will evaluate options to provide back up power, through a diesel generator, for the HCW2 pumps and the vertical well pumps.
  - c. The preferred alternative will be developed as the wellfield site electrical improvements described in Task 5 of the scope of services Exhibit B of the Agreement
3. Amend Task 5 of the Project (as detailed in the scope of services Exhibit B of the Agreement) to increase the total number of wells included in the design package to five. The current Agreement was for the development of one well design. The wells that will be included in the revised design package include: VW1, VW2, VW8, VW6R and VW5. Additional engineering drawings that will be developed for the new wells include (at a minium):
  - a. Civil Drawings
    - i. Survey Control Sheet1
    - ii. General Notes

- iii. Water Line Key Map
- iv. Overall Site Plan
- v. Well 2 Site Plan
- vi. Well 5 Site Plan
- vii. Well 6R Site Plan
- viii. Well 8 Site Plan
- ix. Well 2 Plan and Profile
- x. Well 5 Plan and Profile
- xi. Well 6R Plan and Profile
- xii. Well 8 Plan and Profile

### **Responsibilities of the City**

City to provide:

- Provide a topographic survey around each well site (VW1, VW2, VW8, VW6R, and VW5) along the proposed raw water pipeline route.
- Provide a topographic survey around HCW2.
- Provide topographic surveys in digital form to Consultant.
- City to contract directly with a geotechnical drilling contractor to complete a minimum of four shallow borings along the alignment of the raw water line for around the well field.
- City to provide details regarding the elevation of the raw water main header line at all tie in locations for new water lines.

### **Clarifications and Assumptions**

- Construction phase services are not included.
- This supplemental agreement does not include development of a site grading plan.

Supplemental No. 2 Fee Breakdown

	Total Labor-Hours									B&McD Labor Cost
<u>Description</u>	15 <u>Assoc II</u>	14 <u>Assoc I</u>	13 <u>Senior II</u>	12 <u>Senior I</u>	11 <u>Staff II</u>	10 <u>Staff I</u>	9 <u>Asst. III</u>	8 <u>Detailing</u>	<u>Subtotal</u>	
<b><u>BMR920A Rate Sheet (Hourly Billing Rate \$/hr)</u></b>	<b>\$249</b>	<b>\$245</b>	<b>\$237</b>	<b>\$213</b>	<b>\$189</b>	<b>\$175</b>	<b>\$151</b>	<b>\$129</b>		
<b>Supplemental No.2 Increased Design Review and Increase in Wells to Five</b>										
Task 1 - Design Review Meetings with City (Two Meetings)	24	24			24				72	16,392
Task 2 - Electrical Building Alternatives Evaluation		24			24				48	10,416
Task 3 - Civil Design and Details for Four Additional Well Sites			60		400			250	710	122,070
QA/QC		24							24	5,880
PM	24								24	5,976
Total Supplemental	48	72	60		448			250	878	\$160,734