

**SUPPLEMENTAL AGREEMENT NO. 3
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this _____ day of _____, 2021, 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. 3 between the parties heretofore is to provide professional engineering services during the construction phase of the Project as outlined in **Exhibit A** of this Supplemental Agreement No. 3, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 3 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. 3 is \$307,346, which raises the total fee for all services provided under the Agreement from \$585,222 to \$892,568.

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. 3, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 3 to be executed as of the day and year first above written.

City OF OLATHE, KANSAS

By: _____
John Bacon, 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 Professional Engineering Services during the Construction Phase of the Vertical Well Field Improvements Project. The additional services requested by the City, to be provided by the Consultant, are set forth below.

Supplemental No. 3 Scope of Services

1. Task 1 – Prepare Issued for Construction (IFC) Documents
 - a. Following receipt and incorporation of KDHE comments, Consultant will prepare and furnish to City a set of IFC plans and specifications.
 - b. Consultant will provide an electronic (PDF) copy of the IFC plans and specifications to the City.

2. Task 2 – Construction Phase Services
 - a. Perform project administration services during the construction phase. Consultant will manage and distribute construction related documents, files, reports, and correspondence.
 - b. Consultant's project manager and lead hydrogeologic, electrical, civil, and structural engineers will attend pre-construction conference. Minutes will be recorded and distributed electronically to all parties by Consultant following the conference.
 - c. Review Contractor's schedules for work progress, equipment and materials procurement, submittals, and values for partial pay purposes.
 - d. Review technical submittals from Contractor, preliminary and final operations and maintenance manuals, and warranty documentation for conformance with the design concept and intent of the Contract Documents.
 - e. Participate in ten (10) Contractor's monthly progress meetings with City and Contractor to review the progress of the work and other matters concerning the project. Contractor will be responsible for preparation and distribution of meeting notes. Consultant's participation in monthly progress meetings will be conducted via conference call except when meetings are scheduled to coincide with site visits described below.
 - f. Consultant will participate in the following number of site visits (approximately 6 hours on site per visit) by respective discipline during construction:
 - i. Civil Engineer – Six (6) visits
 - ii. Electrical Engineer – Seven (7) visits
 - iii. Hydrogeologic Engineer – Four (4) visits
 - iv. Structural Engineer – Two (2) visit
 - g. Review construction contract documents when requested by City or the City's construction contractor (Contractor) and reply to requests for information (RFIs). Responses to up to 24 RFIs are included in the development of the Labor Hour Breakdown (Exhibit B).
 - h. Review Contractor's applications for payment and supporting data, determine the amounts owing to Contractor, and recommend for approval in writing all payments to

Contractor in accordance with the Contract Documents. Review of eleven (11) Applications for Payment have been included in the development of the Labor Hour Breakdown (Exhibit B).

- i. Review Contractor's documentation and assist City in administering the processing of change orders, including applications for extension of the Contract Time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a cost for the work. Review of four (4) Change Orders have been included in the development of the Labor Hour Breakdown (Exhibit B).
 - j. Review reports from concrete, soil, soil compaction, asphalt, drilling or bacteriological testing services furnished by the City and Contractor.
 - k. Upon substantial completion, Consultant's lead engineers in each discipline will observe the construction work and prepare a list of the items to be completed or corrected before final completion of the project. A substantial completion punch list will be prepared and submitted to the City and the Contractor.
 - l. Upon completion or correction of the items of work on the substantial completion punch list, Consultant will conduct a final observation to determine if the work is completed. Provide written recommendations to City concerning final payment, including a list of items, if any, to be completed prior to making such payment.
3. Task 3 – Conforming to Construction Drawings
- a. Consultant will prepare a reproducible Conforming to Construction set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor. Consultant will submit a PDF of Conforming to Construction Drawings along with Contractor's markups to the City for review. Consultant will submit a PDF to the City and Kansas Department of Health and Environment (KDHE) as required.
4. Task 4 – Periodic Construction Observation
- a. Consultant will provide construction observation services for key Work activities, as requested by Owner. Consultant will observe the Contractor's work and perform the services listed in this task on an intermittent basis as deemed necessary by the Owner and/or Consultant. Consultant shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Consultant. This periodic construction observation service will in no way relieve the Contractor of complete supervision and observation of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.
 - b. Specific construction observation services performed by the Consultant are as follows:
 - i. Site Observations:

1. Conduct onsite observations of the general progress of the work to assist Consultant to determine, in general, if the work is proceeding in accordance with the construction contract documents.
 2. Assist Consultant in providing interpretation of the construction contract documents. Transmit Consultant's clarifications and interpretations of the construction contract documents to Contractor.
 3. Assist Consultant in serving as City's representative with Contractor when Contractor's operations affect City's onsite operation.
 4. Report to Consultant, giving opinions and suggestions based on the observations regarding defect or deficiencies in the Contractor's work and compliance with drawings, specifications, and design concepts.
 5. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
 6. Observe pertinent site conditions when Contractor notifies Consultant that differing subsurface and physical conditions have been encountered, and document actual site conditions.
 7. Visually assess materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the contract documents based upon the Consultant's limited observations.
 8. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Consultant, as appropriate.
- ii. Reports and Document Review and Maintenance:
1. For each day Construction Observation is performed, Consultant will submit a daily progress report to the City containing a summary of the Contractor's progress including photos, general condition of the work, and resolutions or proposed resolutions to problems.
 2. Report to Consultant regarding work which is observed to be defective, or which fails any required inspections or tests or has been damaged prior to final payment; and advise Consultant whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
 3. During course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Consultant for review and forwarding to City prior to final acceptance of the work.
 4. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined

with information from the record documents maintained by the Contractor.

5. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements.
 - iii. Maintain a diary or logbook of events at the jobsite, including the following information for each day Construction Observation services are performed:
 1. Construction Contractor and subcontractor personnel on jobsite.
 2. Construction equipment on the jobsite.
 3. Observed delays and causes.
 4. Weather conditions.
 5. Data relative to claims of extras or deductions.
 6. Daily activities.
 7. Observations pertaining to the progress of the work.
 8. Materials received on jobsite.
 9. Observation of field tests and procedures.
 10. Observation of defects or deficiencies in Contractor's work.
 11. Photos.
 - iv. Maintain records of attendance at manufacturer and/or vendor required training sessions.
5. Task 5 – Project Management During the Construction Phase
- a. Our project manager will manage allocation of resources to complete the services described herein. The project manager will prepare and submit a monthly invoice and progress report. Each invoice will include the authorization number, percent complete or time and materials incurred by task, and extended totals. The progress reports will include an updated schedule, summary of work completed, outstanding project issues, and potential scope adjustments (PSA).
 - b. In the event there is a scope change consideration, Consultant shall develop and present a PSA document which itemizes the change(s) in scope, details the anticipated cost impact on both Consultant's work, as well as the project construction, and indicates any anticipated changes in the initial project schedule. The City will provide direction to Consultant on the implementation of any PSAs and both parties with endeavor to negotiate and amend the existing authorization to address approved PSAs.

Supplemental No. 3 Fee breakdown

Tasks	Total Hours	BMCD Labor	Expenses	Total
Task 1 – Issued for Construction Documents	92	\$12,636	\$0	\$12,636
Task 2 – Construction Phase Services	841	\$161,942	\$518	\$162,460
Task 3 – Record Drawings	132	\$16,236	\$0	\$16,236
Task 4 – Periodic Construction Observation	500	\$98,920	\$1,797	\$100,717
Task 5 – Project Management During the Construction Phase	66	\$15,048	\$250	\$15,298
Totals	1,631	\$304,782	\$2,564	\$307,346