

**SUPPLEMENTAL AGREEMENT NO. 7
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 Affinis Corp., hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated March 21st, 2017 ("the Agreement"), for

2-C-002-16, BROUGHAM DRIVE REGIONAL DETENTION BASIN PROJECT

hereinafter referred to as the "Project"; and

WHEREAS, 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.

WHEREAS, this Supplemental Agreement No. 7 between the parties heretofore is to provide construction observation services for both the Lindenwood Drive and Brougham Drive Embankment Improvements as outlined in **Exhibit A** of this Supplemental Agreement No. 7, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 7 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. That the Scope of Services in Section II.B.2 of the Agreement is amended as follows: provide construction observation services related to the **LINDENWOOD DRIVE REGIONAL DETENTION BASIN PROJECT AND THE BROUGHAM DRIVE REGIONAL DETENTION BASIN PROJECT** per the final plans and specifications for these projects.
- B. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 7 is **ONE HUNDRED FIFTY-FIVE**

THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS (\$155,769), which raises the total fee for all services provided under the Agreement from **SIX HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$665,820)** to **EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS (\$821,589)**.

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. 7, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 7.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 7 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

AFFINIS CORP.
By: 
Kristen Leathers-Gratton, President

EXHIBIT A

Scope of Services for Professional Engineering Supplement #7 – Lindenwood Drive Improvements

I. Scope of Services

In general, the scope of services (“scope”) for Affinis Corp (“Affinis”) and its subconsultants is to provide engineering services to perform construction observation, post construction reporting, and survey requirements for the Lindenwood Drive and Brougham Drive projects. These projects are permitted separately, so the fee associated with each is called out separately below. The general scope for Supplement #7 includes the following services: construction notifications, construction observation services, post-construction project documentation, and post-construction survey. A detailed description of tasks is outlined below.

Task 1: Construction Notifications

Lindenwood \$460

Brougham \$460

This task involves the effort to notify the Kansas Department of Agriculture, Division of Water Resources (DWR) regarding construction activity in accord with Kansas Administrative Regulations (KAR) 5-40-70. Notification of DWR is to occur at least 48 hours in advance of the start of construction, and backfilling of the primary spillway pipe, core trench, or any conduit through the embankment. This notification also includes providing DWR with the contact information for the engineer responsible for the construction observation activities.

Task 2: Construction Observation

Lindenwood \$69,547

Brougham \$82,662

Per the requirements of KAR 5-40-71, full-time construction observation on the portion of the Lindenwood Drive embankment (170th Street and the Lindenwood embankment north of 170th Street) being permitted as a high-impact dam (Permit DJO-0255) and all of the Brougham Drive embankment length is required at all times during construction activity, with the exception of clearing and grubbing activities, removal of existing structures, installation of pollution control measures, seeding, mulching, and fence construction. The DWR permit (Permit LJO-0416) for the remaining portion of the Lindenwood Drive embankment (south of 170th Street) does not require full-time construction observation. Specific services associated with task include:

- Pre-construction
 - Set up inspection files for documentation of pay items and daily diaries.
 - Review construction documents to become familiar with project requirements.
 - Check computations of major construction items as requested by Olathe to verify that they meet plan computations.
 - Review submittal checklist to ensure contractor submittals have been approved by the City prior to installation of materials.
- Construction – Provide full-time, on-site construction observation as required by the DWR permits and serve as the City’s representative on the project. Final authority regarding questions and approval of contractor deviations from the construction documents will remain with the City. Specific duties of the representative include the following:
 - Take responsible charge for the daily administration of the project.
 - Serve as the main point of contact between the residents, property owners, contractor, and the City of Olathe
 - Be on-site when the contractor is working. It is anticipated that this will include work on items for contract pay and subsidiary items.
 - Prepare daily progress reports which include as a minimum, construction activity, personnel and equipment on site.

- Coordinate necessary materials testing with the City's testing consultant to address field and laboratory testing per contract specifications.
- Prepare change order explanations and submit to City of Olathe for processing and approval.
- Meet with contractor personnel, as necessary, to prepare and submit monthly pay estimates.
- Provide interpretation of the intent of the specification and plans as requested by the contractor. In the event the contractor does not agree with the interpretation, forward a request to the City of Olathe for further clarification.
- Provide electronic & field book documentation of contract pay item tracking as they are incorporated into the project.
- Maintain project files of the contractor's certifications for materials incorporated into the project.
- Determine if the contractor is in general conformance with the specification and project plan documents through on-going observations.
- Attend weekly project progress meetings administered by the City.
- Provide oversight of erosion control measures for compliance with plans and specifications.
- Perform erosion control inspections at frequency outlined in the Storm Water Pollution Prevention Plan (SWPPP)
- Develop a punch list of items and determine work conformance prior to final acceptance. It is anticipated that the observation of the remedial work necessary for the completion of the punch list shall consist of no more than thirty (30) working days.
- Post Construction
 - Assist the contractor in preparing electronic pdf copy of as-constructed plans for the completed project. These plans will consist of red-line comments on pdf plan set.
 - Complete and submit to the City of Olathe acceptance documentation as required by the contract documents.

Task 3: Post Construction Reporting and Survey

Lindenwood \$660

Brougham \$660

Per the requirements of KAR 5-40-72, a report from the engineer responsible for the construction observation shall be sent to DWR within 30 days of construction completion containing the following items:

- A notice of completion with completion date for submittal to DWR.
- Confirmation that the dam was constructed in accordance with the approved plans and specifications, or a description of each variation.
- Field survey data to confirm key elevations for the project. This survey effort is already included in previous supplements for this project.

Task 4: Management, Coordination, and Administration

Lindenwood \$660

Brougham \$660

Ongoing project management, including monthly invoicing and project updates will be provided by the Affinis project manager, Brad Schleeter. Coordination with Affinis staff performing construction observation services will occur periodically and for the duration of construction activities.

<u>TOTAL FEE (LINDENWOOD)</u>	<u>\$71,327</u>
--------------------------------------	------------------------

<u>TOTAL FEE (BROUGHAM)</u>	<u>\$84,442</u>
------------------------------------	------------------------

<u>TOTAL FEE (SUPPLEMENT #7)</u>	<u>\$155,769</u>
---	-------------------------

II. General Assumptions

1. It is expected that the construction contractor will proceed with construction activities March 1, 2021 and follow the construction schedule as outlined. Any work requiring observation beyond the completion date shown in the construction schedule provided by the contractor are NOT included in the scope and a supplemental agreement will be negotiated for the revised schedule and required services.
2. The on-site observation hours for the Lindenwood Drive project are estimated based on seventy-three (73) 8-hour days, 5 days a week for an Affinis Project Representative II for the Lindenwood Drive project and eighty-seven (87) 8-hour days, 5 days a week for an Affinis Project Representative II for the Brougham Drive project. Also, an additional eight (8) hours for the Affinis Construction Service Manager have been added for each project.
3. Staff mileage was estimated based upon the statements above. It is estimated that the staff members would travel 30 miles per day round-trip from the Affinis office to the project site while engaged on the project.
4. Review of potential project phase changes proposed by the contractor is not included in this scope.
5. Review of proposed value engineering submittals by the contractor is not included in this scope.
6. Design engineering services during construction beyond those already included in previous project supplemental contracts are not included in this scope.
7. All materials testing will be performed by others hired directly by the City or the construction contractor.

III. Schedule

The schedule for Supplement #7 is dictated by the construction contractor and the permit requirements of DWR.

Lindenwood Drive Embankment Improvements
Supplement #7 Detail

2/22/2021

Labor Category	Project Manager	2 Person Survey Crew	Construction Services Manager	Project Representative II	Total Affinis Labor Hours	Reimbursable Expenses (Mileage and Materials)	Total Labor Fee
Hourly Rate	\$165	\$190	\$145	\$115			

Lindenwood Drive Project

Task 1: Construction Notifications (KAR 5-40-70)				4	4		\$460
Task 2: Construction Observation (KAR 5-40-71)			8	584	592	\$1,227	\$69,547
Task 3: Post Construction Reporting and Survey (KAR 5-40-72)	4				4		\$660
Task 4: Project Management, Coordination, and Administration	4				4		\$660
Total Hours =	8	0	8	588	604		
Total Fee by Labor Category =	\$1,320	\$0	\$1,160	\$67,620		\$1,227	\$71,327

Brougham Drive Project

Task 1: Construction Notifications (KAR 5-40-70)				4	4		\$460
Task 2: Construction Observation (KAR 5-40-71)			8	696	704	\$1,462	\$82,662
Task 3: Post Construction Reporting and Survey (KAR 5-40-72)	4				4		\$660
Task 4: Project Management, Coordination, and Administration	4				4		\$660
Total Hours =	8	0	8	700	716		
Total Fee by Labor Category =	\$1,320	\$0	\$1,160	\$80,500		\$1,462	\$84,442

Total Supplement #7 Amount = \$155,769