

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director 
DATE: September 16, 2024
SUBJECT: Supplemental Agreement No. 1 – Phase I Inflow and Infiltration Study (City Project 2024-03)

The field work for this project is complete. Upon reviewing the records from the subcontractor, there were several line segments that needed additional root cutting, so a complete television inspection and condition assessment of the sewer lines could be completed.

The scope for the project provides for payment for “heavy cleaning” which is normally defined as 3 cleaning passes to remove obstructions like roots, grease, and other deposits. Many times, that is sufficient to remove most obstructions, before attempting heavy root removal. A task item for root cutting was not included in the original contract, as this sub-basin has not shown a history of backups or blockages due to tree roots, as many of the sewer mains are within the ROW.

The City council approved the original scope and fee from GBA for this project in the amount of \$132,253.00 (base fee of \$125,955.00 plus a contingency of 5%). This supplemental agreement exceeds approval authority, so a motion is required to approve this additional work. The cost for the additional root cutting and follow up CCTV inspection is \$8,278.00.

Policy Consideration: N/A

Financial Consideration: Funds are available in the 2024 base budget, line account for collection system maintenance, 50-050-41154.

Recommended Action: A motion to approve supplemental agreement No. 1 for City Project 2024-03, in the amount of \$8,278.00.

**SUPPLEMENTAL AGREEMENT NO. 1
FOR PROFESSIONAL ENGINEERING SERVICES
City of Lansing, Kansas**

This Supplemental Agreement, hereinafter referred to as "Supplemental Agreement No. 1" or "Agreement", made this _____ day of _____, 2024, by and between the City of Lansing, hereinafter referred to as the "City", and the consulting engineering firm of George Butler Associates, Inc., hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS, the City and Engineer have previously entered into a Professional Service Agreement, dated May 17, 2024, to furnish professional assistance for Engineering Design Services for the Inflow and Infiltration Reduction Program hereinafter referred to as the "Contract"; and

WHEREAS, Article II of said Contract provides that the fee to be paid to Engineer may be adjusted by a Supplemental Agreement; and

WHEREAS, this Supplemental Agreement No. 1 between the parties heretofore is to provide additional engineering services for the completion of the Project and as described below:

1. Performing additional root cutting and CCTV on five (5) line segments identified to have significant root obtrusions.

; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 1 to pay the Engineer for additional services rendered to the City; and

WHEREAS, the City is authorized and empowered to contract with the Engineer for the necessary additional engineering services for the project, and necessary funds for the payment of said services are available.

NOW THEREFORE, the parties hereby agree as follows:

- A. That the Compensation under Section IV of the Contract be amended by adding the fees for services indicated in Attachment A and described herein of this Supplemental Agreement No. 1, which shall be in addition to the fees provided in the Contract. City agrees to pay Engineer an amount not to exceed eight thousand two hundred seventy-eight dollars and no cents (\$8,278.00). This Supplemental Amendment No. 1 raises the maximum fee to \$134,233. This is the total of the original fee (\$125,955.00) plus Supplemental Agreement No. 1 (\$8,278). Compensation for additional Professional Engineering Services shall be billed using hourly rates and equipment charges as set forth in Attachment B, of this document.
- B. That project completion dates under Section VI of the Contract are unchanged.
- C. That Section I of the Agreement is amended to include Additional Services as outlined

herein and attached hereto as Attachment A and made a part thereof.

IN ALL OTHER RESPECTS, the terms and conditions of the May 17, 2024 Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 1.

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 LANSING, KANSAS

ATTEST:

By: _____
Timothy Vandall – City Administrator

City Clerk

APPROVED AS TO FORM:

City Attorney

GEORGE BUTLER ASSOCIATES, INC.

By: *Gary S. Beck*
Gary S. Beck, P.E.
Vice President

ATTACHMENT A
FEE SCHEDULE

FIRMS	TASK TOTAL	TASK TOTAL	GBA		Principal \$290	Senior Associate \$266	PM \$198	Project AES \$172	Staff Tech \$110	Field Tech 3 \$120	Senior FT \$152	Admin Assistant \$110	Field Tech 2 \$105	Direct Expense	Ace Pipe Cleaning		GBA		Manhole Equip. (\$/day) \$100	Smoke Equip. (\$/day) \$200	Dye Tank (\$/day) \$200	Ace Pipe Direct Expenses (Total)	Jet-Vac Combo (\$/hr) \$440.00	Easement Machine (\$/ft) \$220.00	Equipment Fuel (\$/hr) \$79		
			TASK TOTAL	TASK TOTAL											Direct Expenses (Total)	Mileage (\$/mi)											
			\$	HRS											\$	HRS	\$	HRS								\$	HRS
TASK SERIES 100 - Project Management and Administration																											
	1.1	Kickoff Meeting	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	1.2	Progress Meetings	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	1.3	Monthly Invoice and Progress Report	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	1.4	Project Management and Administration	\$198	1	0	0	1	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
		Task 1 Hours		1	0	0	1	0	0	0	0	0	0	0	0												
		Task 1 Fee	\$198		\$0	\$0	\$198	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TASK SERIES 200 - Field Investigations																											
	2.1	Simple Manhole Inspections	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	2.2	Internal Manhole Condition Assessment	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	2.3	CCTV Inspections	\$8,000	4	0	0	0	4	0	0	0	0	0	0	0	\$0	-	\$7,392	0	0	0	0	\$7,392	10	10	10	
	2.4	Smoke Testing	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	2.5	Dyed Water Testing	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
		Task 2 Hours		4	0	0	0	4	0	0	0	0	0	0	0									10	10	10	
		Task 2 Fee	\$8,080		\$0	\$0	\$0	\$688	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,392		\$0	\$0	\$0	\$0	\$0	\$7,392	\$4,400	\$2,200	\$792	
TASK SERIES 300 - GIS Database Preparation and Data Entry																											
	3.1	Develop GIS Database and Shapefiles	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	3.2	Transfer GIS Databases and Shapefiles to City and Review Meeting	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
		Task 3 Hours		-	0	0	0	0	0	0	0	0	0	0	0									0	0	0	
		Task 3 Fee	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TASK SERIES 400 - Data Analysis and Recommendations																											
	4.1	Inflow and Infiltration Evaluation	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	4.2	Manhole Inspection and CCTV Data Analysis	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	4.3	Develop Draft Report and Submit	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	4.4	Draft Report Review Meeting	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	4.5	Develop Final Report and Submit	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
	4.6	Present Findings to Council	\$0	-	0	0	0	0	0	0	0	0	0	0	0	\$0	-	\$0	0	0	0	0	\$0	0	0	0	
		Task 4 Hours		-	0	0	0	0	0	0	0	0	0	0	0									0	0	0	
		Task 4 Fee	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		TOTAL LABOR HOURS	\$8,278	5	0	0	1	4	0	0	0	0	0	0	0									10	10	10	
		TOTAL FEE			\$0	\$0	\$198	\$688	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,392		\$0	\$0	\$0	\$0	\$0	\$7,392	\$4,400	\$2,200	\$792	
SUMMARY BY FIRM																											
			\$	HRS	% TOTAL	% TOTAL																					
		GBA	\$886	5.0	10.7%	100.0%																					
		Ace Pipe	\$7,392		89.3%																						
		TOTAL LABOR HOURS		5.0		100.0%																					
		TOTAL FEE	\$8,278																								

ATTACHMENT B
GEORGE BUTLER ASSOCIATES, INC.
ENGINEERS/ARCHITECTS
STANDARD HOURLY RATES – EFFECTIVE JANURARY 20th, 2024

Employment Classification	Hourly Rate
Principal	\$290.00
Senior Associate	266.00
Director of AES	266.00
Associate	245.00
Senior Lead AES	245.00
Senior Specialist	245.00
Project Leader	217.00
Lead AES	217.00
Specialist	172.00
Senior AES	198.00
Senior Technician	166.00
Project AES	172.00
Project Technician	136.00
Design AES	155.00
Design Technician	125.00
Staff AES	137.00
Staff Technician	110.00
Senior Construction Inspector	165.00
Construction Inspector 5	145.00
Construction Inspector 4	135.00
Construction Inspector 3	125.00
Construction Inspector 2	115.00
Construction Inspector 1	100.00
Senior Field Technician	152.00
Field Technician 4	136.00
Field Technician 3	120.00
Field Technician 2	105.00
Field Technician 1	95.00
Senior Survey Specialist	275.00
Senior Professional Land Surveyor	167.00
Professional Land Surveyor	157.00
Senior Survey Technician	145.00
Land Surveyor Ops Specialist	172.00
Land Surveyor Field Specialist	146.00
Project Admin	115.00
Senior Administrative Assistant	115.00
Administrative Assistant	105.00

Equipment

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Real Time Kinematic Global Positioning System Equipment (RTK)	60.00 per hour
Nuclear Density/Soil Testing Equipment	50.00 per day

Expenses

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, meals, etc.) incurred will be charged at cost plus 10% to cover administrative overhead.

The following items will be charged as shown (effective January 1, 2024):

Company Pick-up Truck	0.670 per mile
Personal and Company Cars	0.670 per mile