

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director 
DATE: May 12, 2022
SUBJECT: Supplemental Agreement – Town Centre Sewer Extension (City Project 2021-03)

During design of the Town Centre Sewer Extension Project, additional work was completed by George Butler Associates (GBA) that was not anticipated in the original design scope or fee. Staff also directed GBA to perform additional work to provide an accurate plan set for bidders. These additional items included:

- Further evaluation of service lateral connections based on field locates at the three properties in lieu of CCTV data.
- Further evaluation of the sewer alignments due to extra depth of reversing sewer and service laterals at Kansas Ave. This work included evaluations for minimizing depth reviewing different alternative alignments.
- Complexity of the property work resulted in additional coordination efforts with KDOT for receiving appropriate ROW data.
- Unexpected plat and property ownership information resulted in additional efforts.
- Additional rock cores between manhole locations to more accurately quantify the presence of rock.

The above work has resulted in a fee increase of \$17,223. Attached is a copy of the supplemental agreement for review.

The design fees for GBA's professional services are based on actual hourly rates expended during the project vs. other methodologies like lump sum. GBA has always fulfilled all their contract obligations on several previous design projects worth millions of dollars. In fact, three of the largest projects came in under the total budgeted amount, which has resulted in a savings of 11%, which when calculated is approximately \$92,000.00.

Policy Consideration: N/A

Financial Consideration: Funds will be taken from the Utility's Engineering Services account (Fund 50).

Recommended Action: A motion to authorize Supplemental Agreement #1 with George Butler Associates in the amount of \$17,223.00

AGENDA ITEM

**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 _____, 2022, 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 June 8, 2021, to furnish professional assistance for Engineering Design Services for the Town Center Sewer Improvements Project 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 design of the Town Center Sewer Improvements Project and as described below:

1. The City of Lansing wishes to perform additional geotechnical investigations along the alignment due to the rocky subsurface conditions determined from initial investigations. The work will include additional planning and coordination between the Engineer and Geotechnical team for three (3) additional rock cores and survey of the rock core locations after the work has been completed. The Engineer will also coordinate additional geotechnical work with property owners and the City.
2. During preliminary design of the sanitary sewer the Engineer utilized available data to determine required sewer elevations to serve existing properties adjacent to the alignment. The City was able locate and mark the service laterals of the three (3) adjacent properties to the alignment. This provided data for re-evaluating the service lateral connections to the proposed sewer relocation. Meeting minimum design requirements for the sewer and service laterals resulted in extra depth. The Engineer evaluated options for minimizing depth of the sewer where possible. This work also included additional survey of the three (3) located service laterals as well as one (1) additional project review meeting.
3. Developing property maps resulted in additional coordination with KDOT for ROW plans. Additional title work and coordination was necessary due to unexpected plat and property ownership information. Easement description and layout revisions were required once the permanent sewer easement data was received.

; 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 seventeen thousand two hundred twenty-three dollars and no cents (\$17,223.00). This Supplemental Amendment No. 1 raises the maximum fee to \$95,619.00. This is the total of the original fee (\$78,396.00) plus Supplemental Agreement No. 1 (\$17,223.00). Compensation for additional Professional Engineering Services shall be billed using hourly rates and equipment charges as set forth in Attachment B, plus direct expenses.
- 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 June 8, 2021 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, P.E.
Vice President