

**AMENDMENT NO. 4 TO TASK ORDER NO. 5**

1. Background Data:

- a. Effective Date of Task Order No. 5: July 13, 2021
- b. Owner: City of Lawrence Utilities
- c. Consultant: American Structurepoint, Inc.
- d. Project: 2021 EPA Assistance

2. Nature of Amendment

- Additional Services to be performed by Consultant
- Modifications to Payment to Consultant

3. Description of Modifications

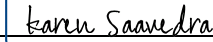
Attachment 1, "Modifications"  
 Attachment A-2 – Powers Engineering Scope of Services

Owner and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of latest required signature.

OWNER:

CONSULTANT:

\_\_\_\_\_

Signed by:  
  
 4DEC1E7F2C184A8...

By: \_\_\_\_\_

By: Karen Saavedra

Title: \_\_\_\_\_

Title: Project Manager

Date Signed: \_\_\_\_\_

Date Signed: 2/20/2025

This is **Attachment 1**, consisting of 1 page, to Amendment No. 4.

**Modifications**

---

1. The Consultant will provide additional services on the project. Paragraph 1.e is added as follows:
  - e. **Additional engineering analysis for the SSO Corrective Action Plan and coordination with the Environmental Protection Agency (EPA) including response to EPA comments**
2. For the Additional Services or the modifications to services set forth above, Owner shall pay Consultant the following additional or modified compensation:

Paragraph 3 is modified to read as follows:

3. Owner agrees to compensate Consultant a ~~lump sum~~ a **not-to-exceed** amount of ~~\$767,900.00~~ **\$814,140.00** as noted in the table below:

	Fee – <del>Lump Sum</del> <b>Not to Exceed</b>
CMOM Report	\$59,500
H&H Modeling Report	<del>\$493,700</del> <b>\$514,940</b>
SSO Corrective Action Plan	<del>\$83,500</del> <b>\$108,500</b>
Flow Monitoring	\$131,200
<b>Total</b>	<del>\$719,400</del> <b>\$814,140</b>

Original compensation for Task Order No. 5 was \$25,000.00 plus additional compensation as requested in Amendment No. 1 of \$719,400.00, plus additional compensation as requested in Amendment No. 2 of \$17,000.00, plus additional compensation as requested in this Amendment No. 3 of \$31,500.00, **plus additional compensation as requested in this Amendment No. 4 of \$46,240**, for a total compensation amount for Task Order No. 5 plus amendment (s) of ~~\$792,900.00~~ **\$839,140**.

ATTACHMENT A-2

# PROPOSAL



---

February 11, 2025

Karen Saavedra, P.E.  
Project Manager  
American Structurepoint  
9025 River Road, Suite 200  
Indianapolis, IN 46240  
P: (317) 547-5580

Via e-mail: ksaavedra@structurepoint.com

**RE: Proposal to Provide Professional Engineering Services  
Lawrence SSO Corrective Action Plan  
EPA Response**

Dear Karen:

Powers Engineering, Inc. (Powers) is pleased to submit our proposal to perform Professional Engineering Services for the above-referenced project.

## 1.0 PROJECT UNDERSTANDING

The project included the hydrologic and hydraulic (H&H) modeling support for the development of the SSO Corrective Action Plan, as required by U.S. EPA in the Administrative Order on Consent (AOC). The plan addressed recurring SSOs in three areas: two near 46<sup>th</sup> Street and Post Road, one at the 71<sup>st</sup> Street Lift Station, and one near 53<sup>rd</sup> Street. This proposal is for responding to EPA comments once the agency has completed its review of the Plan.

## 2.0 SCOPE OF WORK

The professional engineering services for the project are described in the tasks below and in attachments to this proposal:

1. Project Management, Coordination, and Quality Control
  - A. Assign a Project Manager who will coordinate Project activities and will be the principal contact.
  - B. Prepare and submit monthly invoices throughout the project.
  - C. Attend coordination meetings as required.
  - D. Prepare for, attend, and follow up on two meetings with EPA and their consultant, including developing responses to comments provided by EPA.
  - E. Provide quality assurance/quality control assessments throughout the project.

## 2. Alternatives Modeling

A. Simulate final alternatives to eliminate the SSOs for the agreed upon design storm. Up to three alternatives (one at each of the three SSO areas) are included.

B. Prepare a brief summary report.

### **C. DELIVERABLES:**

i. Alternatives models.

ii. Summary results and report.

## 3.0 SCHEDULE

Powers will initiate project activities upon receipt of notice to proceed and will complete the project within six months. Note the schedule may be impacted by such factors as data receipt delays, alternative complexity, review and coordination time, unforeseen circumstances, etc.

## 4.0 FEE

The scope of work described by this proposal will be performed for an hourly, not-to-exceed fee of \$21,240. A fee justification is included as Attachment 1. Additional work requested by Structurepoint, not described in the scope included in this proposal, will be performed at an hourly rate plus cost fee as negotiated and approved by Structurepoint and Powers prior to performing the additional work.

## 5.0 ASSUMPTIONS

- Structurepoint will coordinate with Powers on the complexity and time required to perform services within the allotted budget. Services beyond the scope of this proposal will be considered additional work and will be for additional fee.
- Structurepoint will provide information necessary to update the model, and assist with developing the final alternatives.
- Additional fee may be required if EPA coordination results in a significant change in the modeling scope, proposed alternatives, or additional documentation is required.

We look forward to the opportunity to work with Structurepoint on this important project. If there are any questions or comments on this proposal, feel free to contact me at (812) 582-1473 or [csm@powersengineeringinc.com](mailto:csm@powersengineeringinc.com).

Sincerely,



Craig Miller, P.E.  
Vice President  
Powers Engineering, Inc.

## FEE JUSTIFICATION

Lawrence SSO Corrective Action Plan EPA Response

American Structurepoint



TASKS		Engineering Director	Project Engineer	Engineer Intern	
		\$230.00	\$165.00	\$140.00	
Task 1	Project Management, Coordination, and Quality Control	24	24	12	\$11,160.00
Task 2	Alternatives Modeling	12	24	24	\$10,080.00
Total Hours (Powers)		36	48	36	120
Total Fee (Powers)		\$8,280.00	\$7,920.00	\$5,040.00	<b>\$21,240.00</b>

TOTAL FEE: **\$21,240.00**