Supplemental Agreement No. 3 For Consultant Services

159TH STREET – QUIVIRA TO ANTIOCH (TH-0870)

City of Overland Park, Kansas

This Supplemental Agreement made this _____ day of _____, 2011, by and between the City of Overland Park, Kansas, hereinafter called the "CITY", and Affinis Corporation, hereinafter called the "CONSULTANT

WHEREAS, the CITY and the CONSULTANT have previously entered into an Agreement, dated September 10, 2007, Engineering/Architectural Services Agreement, 159th Street Widening - Quivira Road to Antioch Road, TH-0870 (the "Original Agreement").

WHEREAS, Section II of said Original Agreement provides that the scope of services and the fee to be paid to the CONSULTANT may be adjusted by a Supplemental Agreement; and

WHEREAS, this Supplemental Agreement between the parties heretofore is to provide additional design phase services (the "Additional Services") in accordance with Exhibit A of the Original Agreement and Exhibit A of this Supplemental Agreement No. 3; and

WHEREAS, the CITY is desirous of entering into a Supplemental Agreement to provide for the Additional Services to be provided by the CONSULTANT and the additional fee to be paid the CONSULTANT for those Additional Services rendered to the CITY; and

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for the necessary Additional Services for the project, and necessary funds for the payment of said services are available.

NOW THEREFORE, the parties hereby agree as follows:

PART A - BASIC CONSULTING ENGINEERING/ARCHITECT SERVICES

The CONSULTANT will complete the Additional Services to the City's full satisfaction and in accordance with Exhibit A of this Supplemental Agreement No. 3.

PART B - SCHEDULE

The CONSULTANT will complete the Additional Services in the time frame set forth below.

All work shown in Exhibit A of this Supplemental Agreement No. 3 shall be completed by **December 2, 2011.**

PART C - PAYMENT TO THE CONSULTANT FOR SERVICES RENDERED

The Additional Services listed in Exhibit A of this Supplemental Agreement No. 3 will be provided at an amount not to exceed **one hundred one thousand six hundred seventy-five dollars** (\$101,675.00) including reimbursables.

This Supplemental Agreement raises the maximum fee to **one million eight hundred two thousand nineteen and 50/100 dollars (\$1,802,019.50)** for the project. This is the total of the fee from the Original Agreement of **\$1,470,485.00** plus **\$30,000** for contingency plus **\$148,802.00** for Supplemental Agreement No. 1 plus **\$51,057.50** for Supplemental Agreement No. 2 plus **\$101,675.00** for Supplemental Agreement No. 3.

IN ALL OTHER RESPECTS, the terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically modified by Supplemental Agreement No. 1 dated **September 1, 2009**, Supplemental No 2 dated **November 15, 2010** and this Supplemental Agreement No. 3, including all policies of insurance which shall 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.

AFFINIS CORP

CITY OF OVERLAND PARK, KANSAS

Rick Worrel, P.E. President

APPROVED AS TO FORM:

Carl Gerlach, Mayor

ATTEST:

Tammy M. Owens Senior Assistant City Attorney Marian Cook City Clerk

EXHIBIT A

Scope of Services Supplemental Agreement No. 3 159th Street Widening Quivira Road to Antioch Road

Task 1 -Revise the original contract scope of services to include the following activities required to accommodate federal funding for the project. Federal funding was not anticipated in the original scope of services.

- a. Subconsultant Coordination and Project Management Provide coordination of the following additional tasks that will use sub-consultants:
 - 1) Noise Study
 - 2) Review Appraisals
 - 3) Provide additional general project management for all tasks associated with this Supplemental Agreement No. 3
- b. Submit field check plans to KDOT in approved KDOT format for review
- c. Provide plan revisions based on KDOT field check comments and document changes
- d. Attend Field check meeting with members of KDOT and the City
- e. Provide Noise Study as part of the environmental clearance process (sub-consultant)
- f. Provide review appraisals for those tracts whose estimated acquisition cost is in excess of \$10,000.00. A maximum of 55 tracts is included in this scope of services (sub-consultant).
- g. Submit final plans to KDOT in approved KDOT format for review and bid approval
- h. Submit to City any required information required to prepare the design summary document. Preparation of the design summary document will be performed by the City.
- i. Provide KDOT work-type breakout spreadsheet following the opening of bids for City submittal to KDOT.

Task 2 – Revise the original contract scope of services to realign eastbound 159th Street from Eby to the end of project as requested by the City to align the terminus of our roadway with the existing 159th & Antioch intersection rather than the future build-out scenario as was anticipated with the original scope of services. The realignment will also provide for an exclusive right turn lane for the eastbound to southbound turning movement. Design services shall include:

- a. Plan Revisions and Alternate Analysis
- b. Storm Sewer Revisions
- c. Cross Section Revisions
- d. Pavement Marking Revisions
- e. Typical Section Revisions
- f. Irrigation System Revisions
- g. Traffic Control Revisions
- h. Driveway Revisions
- i. Quantity Revisions

Task 3 – Revise the original contract scope of services to add additional appraisal and acquisition services. Additional services include additional tracts, increase in complexity due to federal acquisition, adjustment of fees due to knowing actual types of tracts to be acquired, and additional services for one total take property which was not anticipated at the time the original fee was developed. Include legal descriptions and tract maps for additional tracts.

	Client	#: 199			AFFC	ORPC		
-			ATE OF LIA			ANCE	01/24	w/dd/YYYY) / /2011
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	RODUCER			CONTACT Monica Wilks				
	Iolmes Murphy-Kansas			PHONE (A/C, No, Ext): 913 660-1220 FAX (A/C, No):				
PC/	0 W. 143rd Street, Suite 200 /Prof. Liability-Kansas City		E-MAIL ADDRESS: mwilks@holmesmurphy.com PRODUCER CUSTOMER ID #:					
Ove	erland Park, KS 66223	INSURER(S) AFFORDING COVERAGE NAIC #						
INSU		INSURER A : Hartford Accident and Indemnity						
	Affinis Corp. 7401 W. 129th Street, Suite		INSURER B : Hartford Insurance Company of M					
	Overland Park, KS 66213-		INSURER C : XL Specialty Insurance				37885	
		Gyonana i an, no 00210-2004			INSURER D : Hartford Underwriters Insurance			
		TIEICATE	NUMBER:	INSURER F :		REVISION NUMBER:		
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	GENERAL LIABILITY		37SBARD8568		01/01/2012	EACH OCCURRENCE	\$1,00	0,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	_{ce)} \$300,000	
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	on) \$10,000	
						PERSONAL & ADV INJURY		
]					GENERAL AGGREGATE	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				01/01/2012	PRODUCTS - COMP/OP AGG	\$	
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	SCHEDULED AUTOS			ъ.		BODILY INJURY (Per accident) PROPERTY DAMAGE		
	X HIRED AUTOS					(Per accident)	\$	
	X NON-OWNED AUTOS						\$	
						\$		
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	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$2,00	0,000
1	DEDUCTIBLE						\$	
	X RETENTION \$ 10000						\$	
В	WORKERS COMPENSATION	-	37WBCAO5515	01/01/2011	01/01/2012	X WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT		0,000
	(Mandatory in NH)	1				E.L. DISEASE - EA EMPLOYER		
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		0,000
C	Professional Liability		DPR9689882	01/22/2011	01/22/2012	2 \$2,000,000 per claim \$2,000,000 annl aggr		
DES	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
	e: 159th Street, Quivera to Antioch							
1	e City of Overland Park is added d professional liability as require			icles except the v	vorkers cor	TH	68	70
CE	CANCELLATION							
	City of Overland Park Nancy Sappington	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Í	8500 Santa Fe Drive Overland Park, KS 662	12		AUTHORIZED REPRESE	ENTATIVE			
J	l		······································	<u> </u>	1988-2009 A	CORD CORPORATION.	All righ	ts reserved

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