

**Supplemental Agreement No. 3  
For  
Consultant Services**

**159<sup>TH</sup> 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, 159<sup>th</sup> 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

\_\_\_\_\_  
Carl Gerlach, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Tammy M. Owens  
Senior Assistant City Attorney

\_\_\_\_\_  
Marian Cook  
City Clerk

## EXHIBIT A

### **Scope of Services Supplemental Agreement No. 3 159<sup>th</sup> 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 159<sup>th</sup> Street from Eby to the end of project as requested by the City to align the terminus of our roadway with the existing 159<sup>th</sup> & 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.

