

**Supplemental Agreement No. 3
for
Engineering/Architectural Services**

**SWITZER ROAD – 143RD STREET TO 151ST STREET
(TH-0850)**

City of Overland Park, Kansas

This Supplemental Agreement made this ____ day of _____, 2012, by and between the City of Overland Park, Kansas, hereinafter called the "City", and HNTB Corporation, hereinafter called the "Consulting Engineer/Architect."

WHEREAS, the City and the Consulting Engineer/Architect have previously entered into an Agreement, dated February 19, 2007 (the "Original Agreement") for design of Switzer Road – 143rd Street to 151st Street (the "Project"); and

WHEREAS, Section II of said Original Agreement provides that the Consulting Engineer/Architect may provide the City certain additional services outside the scope of the Original Agreement as requested and authorized in writing by the City; and

WHEREAS, the City desires to receive and the Consulting Engineer/Architect desires to provide certain additional services related to the Project as further outlined in Attachment A, attached hereto and incorporated by reference herein (the "Additional Services"); and

WHEREAS, the Supplemental Agreement No. 3 between the parties outlines the understanding of the parties regarding the provision of the Additional Services by the Consulting Engineer/Architect to the City; and

WHEREAS, the City is authorized and empowered to contract with the Consulting Engineer/Architect for the necessary Additional Services for the Project, and necessary funds for the payment of said Additional Services are available.

NOW THEREFORE, the parties hereby agree as follows:

PART A - BASIC CONSULTING ENGINEERING/ARCHITECT SERVICES

The Consulting Engineer/Architect will complete the Additional Services to the City's full satisfaction and in accordance with Attachment A of this Supplemental Agreement No. 3.

PART B - SCHEDULE

The Consulting Engineer/Architect will complete the Additional Services in the time frame set forth below.

All work shown in Attachment A of this Supplemental Agreement No. 3 shall be completed by October 15, 2012 and in accordance with the Project time frame set forth in the Original Agreement except as specifically modified by Supplemental Agreement No. 1 dated June 9, 2008 and Supplemental Agreement No. 2 dated July 13, 2011.

PART C - PAYMENT TO THE CONSULTING ENGINEER/ARCHITECT FOR SERVICES RENDERED

The Additional Services will be provided at an amount not to exceed Six Thousand Seven Hundred Seventy-six and 00/100 Dollars (\$6,776.00) including reimbursables in accordance with Attachment A, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 3 raises the maximum fee to Seven Hundred Forty-eight Thousand Three Hundred Twenty-nine and 00/100 Dollars (\$748,329.00) for the Project. This is the total of the fee from the Original Agreement of Six Hundred Sixty-seven Thousand Three Hundred Fifty-three and 00/100 Dollars (\$667,353.00) plus Seventy-four Thousand Two Hundred and 00/100 Dollars (\$74,200.00) for Supplemental Agreement No. 1 plus Zero Dollars (\$0.00) for Supplemental Agreement No. 2 plus Six Thousand Seven Hundred Seventy-six and 00/100 Dollars (\$6,776.00) for this 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, 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.

HNTB CORPORATION

CITY OF OVERLAND PARK, KANSAS

Michael R. Hess, P.E.
Vice-President

Carl Gerlach, Mayor

APPROVED AS TO FORM:

ATTEST:

Tammy M. Owens
Deputy City Attorney

Marian Cook
City Clerk

ATTACHMENT A: SCOPE OF SERVICES

Project Description: Putting together FEMA LOMR application for Tomahawk Creek Tributary 13F1 as a supplement to the Switzer Road LOMR already prepared for Tomahawk Creek Tributary 13. Both will be submitted as one package.

BASIC SERVICES	Project Manager/Task Manager	Project Engineer	Surveyor	Total
POST-PROJECT LOMR				
● As-Built Surveys (Field Work and Processing)		2.5	8	10.5
● Update Hydraulic Model using Surveys		4		4
● Map 100-exist, 100-ult, and 500 year Floodplain Boundaries on Trib 13F1		3		3
● Update Annotated FIRM with Trib 13F1 Changes		1.5		1.5
● Update Certified Topo Map with Trib 13F1 Changes		2.5		2.5
● FEMA Forms for Tributary 13F1 (Separate Forms from Trib 13)		2.5		2.5
● Property Owner Notification Letters for Trib 13F1 Changes		2.5		2.5
● Obtain Fill Certification Form from City for Berm.		1.5		1.5
● Add Trib 13F1 Information to Hydraulic Memo		6		6
● Assemble Document and Submit		4		4
● FEMA Coordination		6		6
● Quality Assurance	4			4
Subtotal:	4	36	8	48
X Rate per hour :	\$69.00	\$47.00	\$28.00	
Subtotal Labor:	\$276.00	\$1,692.00	\$224.00	\$2,192.00
Total Labor (x3.0)		\$6,576		
Printing and Reproduction (006)		\$200		
Total		\$6,776		

Scope Assumptions:

- Assumes no floodway analysis.
- FEMA Coordination is in addition to that already covered through the original LOMR for Tomahawk Creek Tributary 13.
- Assumes City to pay submittal fee
- Does not include a LOMA