

**Supplemental Agreement No.1  
For  
Construction Inspection Services to Ensure Conformance to Approved Plans  
QUIVIRA ROAD – COLLEGE BLVD TO 119<sup>TH</sup> STREET  
(TH-0552)**

**City of Overland Park, Kansas**

This Supplemental Agreement No.1 made this 10th day of August, 2012, by and between the City of Overland Park, Kansas, hereinafter called the "CITY," and **Brungardt Honomichl & Company, P.A.**, hereinafter called the "CONSULTANT".

**WHEREAS**, the CITY and the CONSULTANT have previously entered into an Agreement, dated August 15, 2011, entitled **Construction Inspection Services to Ensure Conformance to Approved Plans** (the "Original Agreement") for the **Quivira Road – College Blvd To 119<sup>th</sup> Street (TH-0552)** project.

**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**, the CITY desires to obtain and the CONSULTANT is willing and able to provide certain additional services as outlined in Exhibit A of this Supplemental Agreement No.1 ("Additional Services"), attached hereto and incorporated by reference herein; and

**WHEREAS**, the CITY is authorized and empowered to contract with the CONSULTANT for the necessary Additional Services, 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 CONSULTANT will complete the Additional Services to the City's full satisfaction and in accordance with Exhibit A of this Supplemental Agreement No.1.

**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.1 shall be completed by **September 14, 2012**.

## PART C - PAYMENT TO THE CONSULTANT FOR SERVICES RENDERED

The Additional Services listed in Exhibit A of this Supplemental Agreement No.1 will be provided based on the fee shown in Exhibit A of this Supplemental Agreement No.1. In no event will the Additional Services provided cause the maximum fee for the project to exceed **eighty six thousand four hundred and 00/100 dollars (\$86,400.00)**. This is the total of the fee from the Original Agreement of **sixty seven thousand two hundred and 00/100 dollars (\$67,200.00)** plus **nineteen thousand two hundred and 00/100 dollars (\$19,200.00)** for Supplemental Agreement No.1.

**IN ALL OTHER RESPECTS**, the terms and conditions of the Original Agreement shall remain in full force and effect.

**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.

BRUNGHART HONOMICHEL & COMPANY  
, P.A.

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
*Steven K. Bachenberg, P.E.*  
*Vice President*

\_\_\_\_\_  
*William D. Brown*  
*Director of Public Works*

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Tammy M. Owens  
Deputy City Attorney

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

**Exhibit A**  
**Additional Basic Services and Other Matters**

Scope of project: This project includes additional construction observation services to assist City staff for the Quivira Road Widening Project No. 46 N-0532-01 (TH-0552) beyond the original number of man-hours of services specified in the initial agreement.

The Consulting Engineer shall furnish qualified staff and perform the various professional duties and services required for construction observation on the Project in accordance with all tasks listed in the current City of Overland Park Project Procedures Manual.

**General Requirements**

The consultant shall perform additional construction phase services in conformance with the **applicable City of Overland Park and Kansas Department of Transportation regulations and procedures for construction observation and documentation.**

**TASK 1.            CONSTRUCTION SERVICES**

- 1.01.** Attend project progress meetings, as needed, during the construction phase.
- 1.02.** Provide assistance to City staff with construction observation duties, as needed.
- 1.03.** Assist with documentation of construction activities, pay quantities, and materials testing results if required by City staff.

**Completion time:** The Consulting Engineer understands that the City estimates services to be required to continue thru some time in September 2012. The Consulting Engineer understands that services may be needed on an intermittent basis and that the schedule and/or magnitude of work to be performed may change. If any such changes occur, the City and Consulting Engineer may negotiate any additional required modifications to the scope of services and corresponding fees.



# EXHIBIT 'B' - SCOPE OF ADDITIONAL SERVICES AND PROJECT FEE ESTIMATE

City of Overland Park

Quivira Road Widening No. 46 N-0532-01 (TH-0552)

8/7/2012

RJG

Tasks: A = All Disciplines; E = Engineering; C = Construction S = Surveying; P = Public Involvement; D = Drainage	Job Titles				Tot Labor Costs	Other Direct Costs	Total MHs
	Principal	Project Manager	Lead Constr Tech	Constr Tech II			
	170	143	96	89			

## CONSTRUCTION PHASE

1	C	Provide Inspection Assistance			200		19,200	0	200
							0	0	0
							0		0

## SUBTOTAL CONSTRUCTION

0 0 200 0 \$19,200 \$0 200

<b>TOTAL</b>			0	0	200	0	<b>\$ 19,200.00</b>	<b>\$ -</b>	200
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