

**Supplemental Agreement No. 1  
for  
Engineering/Architectural Services**

**92<sup>ND</sup> PLACE AND SWITZER STORM DRAINAGE IMPROVEMENTS  
PRELIMINARY ENGINEERING STUDY (SD-1056)**

**City of Overland Park, Kansas**

This Supplemental Agreement No. 1 made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 October 15, 2012 (the "Original Agreement") for design of **92<sup>nd</sup> Place and Switzer Storm Drainage Improvements Preliminary Engineering Study (SD-1056)** (the "Project"); and

**WHEREAS**, Section II of said Original Agreement provides that the Consulting Engineer/Architect may provide to 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, to wit: the additional work associated with tying the City project of 91<sup>st</sup> Street and this City project of 92<sup>nd</sup> Place and Switzer Road together as further outlined in Exhibit A, attached hereto and incorporated by reference herein (the "Additional Services"); and

**WHEREAS**, this Supplemental Agreement No. 1 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 Exhibit A of this Supplemental Agreement No. 1.

**PART B - SCHEDULE**

The Consulting Engineer/Architect 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 April 1, 2013.

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

The Additional Services will be provided at an amount not to exceed Eight Thousand Six Hundred Fifty and 00/100 Dollars (\$8,650.00) including reimbursables in accordance with Exhibit A, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 1 raises the maximum fee to Seventy Nine Thousand Four Hundred Seventy and 00/100 Dollars (\$79,470.00) for the Project. This is the total of the fee from the Original Agreement of Seventy Thousand Eight Hundred Twenty and 00/100 Dollars (\$70,820.00), plus Eight Thousand Six Hundred Fifty and 00/100 Dollars (\$8,650.00) for this Supplemental Agreement No. 1.

**IN ALL OTHER RESPECTS**, the terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 1, including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 1.

**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.

HNTB CORPORATION

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
Michael R. Hess, Vice President

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

APPROVED AS TO FORM:

ATTEST:

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

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

**Attachment A**

**92nd Place and Switzer - Indian Creek Tributary 5  
HNTB Corporation - Supplement No. 1**

**Scope/Fee Outline**

Tasks	Project Manager	Senior Technical Reviewer	Proj./H&H Engineer	Civil Engineer	Structural Engineer	Technician	TOTAL
	\$145.00	\$210.00	\$135.00	\$105.00	\$135.00	\$95.00	
<b>PHASE I - PRELIMINARY ENGINEERING STUDY</b>							
<b>4) Coordinate with City's 91st Street Design Team</b>							
1.1 Additional Meetings at City Hall (Assumes 2)	6						6
1.2 Refine Design of Selected Alternative	8	2		16			26
1.3 Evaluate 2 Alternatives to Combine 91st Street and Switzer Projects based on January 3, 2013 Meeting at City Hall	6	1		12			19
1.4 Provide Design Drawing showing Proposed 54" RCP through 91st Street Project Area for inclusion in 91st Street Plans	4			8		8	20
Hours Subtotal:	24	3	0	36	0	8	71
Dollars Subtotal:	\$ 3,480.00	\$ 630.00	\$ -	\$ 3,780.00	\$ -	\$ 760.00	\$ 8,650.00

Project Totals:	24	3	0	36	0	8	71
Hourly Rate:	\$ 145.00	\$ 210.00	\$ 135.00	\$ 105.00	\$ 135.00	\$ 95.00	
<b>HNTB Labor Total:</b>	<b>\$ 3,480</b>	<b>\$ 630</b>	<b>\$ -</b>	<b>\$ 3,780</b>	<b>\$ -</b>	<b>\$ 760</b>	<b>\$ 8,650</b>

<b>HNTB EXPENSE TOTAL (Trans., Repro., &amp; Misc.)</b>	<b>\$ -</b>
<b>SUBCONTRACT WITH KAW VALLEY (Field Surveys)</b>	<b>\$ -</b>
<b>Total:</b>	<b>\$ 8,650</b>

**Assumptions:**

- Deliverable shall be exhibit showing proposed pipe size and flowlines through 91st Street project area. City's 91st Street design team shall incorporate this system into their final plans. Final drawings, specifications, and utility coordination associated with this system shall be provided by City's 91st Street design team.