

**Supplemental Agreement No. 2  
for  
Engineering/Architectural Services**

**2014 NEIGHBORHOOD STREETS RECONSTRUCTION PROGRAM, PART 2 (SR-1426)**

**City of Overland Park, Kansas**

This Supplemental Agreement made this \_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_, by and between the City of Overland Park, Kansas, hereinafter called the "City", and Brungardt Honomichl & Company, P.A., hereinafter called the "Consulting Engineer/Architect."

**WHEREAS**, the City and the Consulting Engineer/Architect have previously entered into an Agreement, dated **July 11, 2011** (the "Original Agreement") for design of **2012 Neighborhood Streets Reconstruction Program, Part 2 (SR-1426)** (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 Exhibit A, attached hereto and incorporated by reference herein (the "Additional Services"); and

**WHEREAS**, the Supplemental Agreement No. 2 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. 2.

## **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. 2 shall be completed in accordance with the Project time frame set forth in the Original Agreement except as specifically modified by Supplemental Agreement No. 1 dated December 3, 2012.

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

The Additional Services will be provided at an amount not to exceed Thirty One Thousand Five Hundred Ten and 00/100 Dollars (\$31,510.00) including reimbursables in accordance with Exhibit A, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 2 raises the maximum fee to Three Hundred Nineteen Thousand Seven Hundred Forty Eight and 00/100 Dollars (\$319,748.00) for the Project. This is the total of the fee from the Original Agreement of Two Hundred Eight Thousand Eight Hundred Twenty Three & no/100 Dollars (\$208,823.00) plus Seventy Nine Thousand Four Hundred and Fifteen Dollars (\$79,415.00) for Supplemental Agreement No. 1 plus Thirty One Thousand Five Hundred Ten and 00/100 Dollars (\$31,510.00) for Supplemental Agreement No. 2.

**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. 2 including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 2.

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Agreement No. 2 to be executed as of the day and year first above written.

Brungardt Honomichl & Company, P.A.

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
Steven K. Bachenberg, P.E.  
Principal

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

APPROVED AS TO FORM:

ATTEST:

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

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

**BHC RHODES**  
CIVIL ENGINEERS • SURVEYORS

March 25, 2013

Mr. Kyle Dieckmann  
City of Overland Park, Kansas  
City Hall  
8500 Sante Fe Drive  
Overland Park, Kansas 66212

Re: Supplemental Agreement Proposal No. 2  
2014 CDBG Neighborhood Street Reconstruction Program (SR-1426)

Dear Mr. Dieckmann:

The purpose of this letter is to confirm our previous discussions regarding additional out-of-scope services on the above referenced project. During the course of the project, we were requested to perform additional drainage design services as outlined in an attachment to this letter.

The costs to perform the additional services will raise our maximum compensation by \$31,510 from \$288,238 to \$319,748. If you have any questions or need additional information, please do not hesitate to call our office.

Best regards,

Brungardt Honomichl & Company, P.A.



Shane Standley, P.E.  
Project Manager

cc: Steve Bachenberg, P.E., File (015070)

Attachments



**EXHIBIT 'A' - SCOPE OF SERVICES AND PROJECT FEE ESTIMATE**  
 City of Overland Park  
 2014 CDBG NSRP, PES - Add'l Drainage Analysis

3/26/2013 SRS

Tasks:	Job Titles										Total MHs
	Principal 170	Project Manager 142	Project Engineer 120	Design Engineer 88	Design Tech. 88	Admin. Support 42	Land Surveyor 135	Survey Tech. 86	Survey Crew 135	Tot Labor Costs	
<b>PRELIMINARY ENGINEERING STUDY PHASE</b>											
1	Develop Hydrology for Project Area - 24 Hours Delineate Drainage Boundaries Delineate Cover Conditions Calculate Time of Concentration Prepare Drainage Area Maps (Assumes 4 Sheets) - 16 Hours										
2	10-yr Drainage Basin Exhibits 100-yr Overflow Exhibits Existing Conditions Hydraulic Model - 66 Hours Analyze Gutter Spread @ Critical Locations Along Project										
3	10-yr Storm Event 100-yr Storm Event (Flood Protection for Homes) Analyze Enclosed System Pipe Capacity 5-yr Storm Event 10-yr Storm Event Analyze Overflow Swales w/in Project Area 100-yr Storm Event (Flood Protection for Homes) Area North of 73rd Street - 20 Hours Review WPM Preliminary Engg Study (71st & Glenwood) Compare Peak Flows (Existing & Proposed) Quantify Impact of Proposed Improvements Perform Overlapping Analysis of RCB Crossing @ Riggs & Glenwood Lanes										
4	Add'l Survey for Drainage Analysis - 11 Hours Survey Overflow Swale & Enclosed Storm Sewer System West of 78th Terrace and Walmer Street Add'l Meetings w/ Critical Stakeholders - 20 Hours Up to 4 Add'l Individual Meetings (Assumes 2 People @ 1 Hr. Each w/ Mfg. Minutes Prepared) PES Report & Recommendations - 44 Hours Narrative of Existing Conditions Summary of Calculations Identify / Map Problem Areas (Exhibits) Review Meeting to Discuss Drainage Memo Findings Final Storm Sewer Design and Pipe Profiles - 48 Hours Prepare Final Grading/Dimension Plan and Profile for Yard Swale Improvements (Assumes 3 Sheets) - 56 Hours Credit for Original Scope Hours (Project Hydrology - Task 13) - (16 Hours)										
5	Develop Hydrology for Project Area Credit for Original Scope Hours (Prepare Memorandum - Task 15) - (6 Hours) Prepare Memorandum to Summarize Findings										
6	SUBTOTAL PRELIMINARY ENGINEERING STUDY										
7	TOTAL										
8	GRAND TOTAL										

**EXHIBIT 'A'**  
**2014 CDBG Neighborhood Street Reconstruction Program**  
**PES - Add'l Drainage Analysis**  
**Project Assumptions**

**Assumptions:**

1. Existing RCB hydraulics will not be modeled
2. Existing RCB will be assumed to flow full during the 5-yr storm event
3. Downstream limitations will be corrected in the future
4. Proposed storm sewer extensions will be designed assuming the receiving system has capacity for the 10-yr event. The hydraulic grade line in the downstream inlet will be assumed to be 0.5 feet below the structure opening.
5. Proposed storm sewer pipe extensions will be sized to provide capacity for the 10% chance exceedance (10-yr) runoff unless a variance is obtained
6. Spread calculations will be based on uniform flow and not address flow interactions from existing stormwater sewer systems
7. HEC-RAS / HEC 2 style backwater analysis will not be performed
8. Water surface profiles will not be generated
9. Upstream pipe hydraulics will not be modeled
10. The upstream system will be assumed to have capacity for a 10-yr storm event