

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

METCALF AVENUE BRIDGE OVER BLUE RIVER, (BR-1377)

City of Overland Park, Kansas

This Supplemental Agreement No. 1 made this ____ day of _____, 2013, by and between the City of Overland Park, Kansas, hereinafter called the "City", and H. W. Lochner, Inc., hereinafter called the "Consulting Engineer/Architect".

WHEREAS, the City and the Consulting Engineer/Architect have previously entered into an Agreement, dated August 6, 2012 (the "Original Agreement") for design of Metcalf Avenue Bridge over Blue River (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: construction inspection services 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 November 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 Eighty-three Thousand Seven Hundred Ninety Dollars (\$83,790.00) including reimbursables in accordance with Exhibit B, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 1 raises the maximum fee to One Hundred Eighty-five Thousand Five Hundred Seven Dollars (\$185,507.00) for the Project. This is the total of the fee from the Original Agreement of One Hundred One Thousand Seven Hundred Seventeen Dollars (\$101,717.00) plus Eighty-three Thousand Seven Hundred Ninety Dollars (\$83,790.00) 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.

H. W. LOCHNER, INC.

CITY OF OVERLAND PARK, KANSAS

Steve Hileman
Vice President

Carl Gerlach, Mayor

APPROVED AS TO FORM:

ATTEST:

Tammy M. Owens
Deputy City Attorney

Marian Cook
City Clerk

Metcalf Avenue Bridge Redecking Construction Inspection Scope of Services to Be Provided By the Consultant

The Consultant agrees to perform the engineering services described as follows:

Attend the pre-construction conference, progress meetings, job conferences and other meetings as requested by the City.

Assign an inspector to the project to observe the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The Consultant's efforts will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but the Consultant shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. On the basis of on-site observations, the Consultant shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

Perform inspection services in accordance with the City of Overland Park Procedures Manual as supplemented by the current KDOT standard practices.

Transmit orders from the City to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Coordinate on-site materials testing with the test lab under contract with the City of Overland Park. Off-site testing of materials used in the project is not included in this scope.

Make certain that required test reports or certificates of compliance for materials tested off the Project site by the Contractor or materials suppliers have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress.

Provide measurement and computation of pay items.

Review Contractor requests for payment.

Prepare change orders as required for variations in pay quantities or changes in the Contractor's work.

Conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents. Provide "punch list" items to be corrected or completed.

Deliver to the City copies of field books and other field records upon completion or termination of the Agreement.

EXHIBIT B

**PROPOSAL FOR METCALF AVENUE OVER BLUE RIVER BRIDGE REDECKING
CONSTRUCTION INSPECTION SERVICES**

LABOR

<u>Employee</u>	<u>Hours</u>	<u>Rate</u>	<u>Extension</u>
Project Manager	76	\$150.00	\$ 11,400
Chief Inspector	720	\$95.00	\$ 68,400
Assistant Inspectors	24	\$85.00	\$ 2,040
TOTAL LABOR COSTS			= \$ 81,840

DIRECT EXPENSES

Mileage			\$ 1,950
TOTAL EXPENSE COSTS			= <u>\$ 1,950</u>
TOTAL			= \$ 83,790

Proposal is based on Contractor's NTP of July 8 and a completion date of November 1, 2013. Fee will be billed hourly and is not to exceed Total shown without supplemental agreement.