

**Supplemental Agreement No.5
for
Engineering/Architectural Services**

**METCALF AVENUE / SHAWNEE MISSION PARKWAY BUS CORRIDOR
TRANSIT IMPROVEMENTS
(ST-1346)**

City of Overland Park, Kansas

This Supplemental Agreement made this ____ day of, _____ 2013, by and between the City of Overland Park, Kansas, hereinafter called the "City", and Olsson Associates, hereinafter called the "Consulting Engineer/Architect."

WHEREAS, the City and the Consulting Engineer/Architect have previously entered into an Agreement, dated October 18, 2010 (the "Original Agreement") for design of Metcalf Avenue / Shawnee Mission Parkway Bus Corridor Transit Improvements (ST-1346) (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. 5 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. 5.

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. 5 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 March 28, 2011, Supplemental Agreement No. 2 dated September 23, 2011, Supplemental Agreement No. 3 dated July 16, 2012, Supplemental Agreement No. 4 dated April 30, 2013, and this Supplement Agreement No. 5.

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

The Additional Services will be provided at an amount not to exceed Eighteen Thousand Seven Hundred Sixty-two and 00/100 Dollars (\$18,762.00), including reimbursable expenses.

This Supplemental Agreement No. 5 raises the maximum fee to **One Million Two Hundred Twenty Nine Thousand Seven Hundred Twenty and 23/100 Dollars (\$1,229,720.23)** for the Project. This is the total of the fee from the Original Agreement of One Million Ninety-Nine Thousand Nine Hundred Seventy-Two and 23/100 Dollars (\$1,099,972.23) plus Twenty-Five Thousand Five Hundred Ninety and 00/100 Dollars (\$25,590.00) for Supplemental Agreement No. 1 plus Twenty Thousand Five Hundred Thirty and 00/100 Dollars (\$20,530.00) for Supplemental Agreement No. 2, plus Thirty-Three Thousand Four Hundred Sixteen and 00/100 Dollars (\$33,416.00) for Supplemental Agreement No. 3, plus Thirty-One Thousand Four Hundred Fifty and 00/100 Dollars (\$31,450.00) for Supplemental Agreement No. 4, plus Eighteen Thousand Seven Hundred Sixty-Two and 00/100 Dollars (\$18,762.00) for Supplemental Agreement No. 5.

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, Supplemental Agreement No. 2, Supplemental Agreement No. 3, Supplemental Agreement No. 4, and this Supplemental Agreement No. 5 including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 5.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 5 to be executed as of the day and year first above written.

OLSSON ASSOCIATES

CITY OF OVERLAND PARK, KANSAS

Sterling Cramer, P.E.
Vice President

Carl Gerlach
Mayor

APPROVED AS TO FORM:

ATTEST:

Tammy M. Owens
Deputy City Attorney

Marian Cook
City Clerk

Exhibit A

to the Supplemental Agreement No. 5 for Professional Services for METCALF AVENUE/SHAWNEE MISSION PARKWAY BUS CORRIDOR TRANSIT IMPROVEMENTS PROJECT (ST-1346)

**OVERLAND PARK, KS
Olsson Project No. 010-2417**

July 17, 2013

THIS CONTRACT AMENDMENT, executed between the City of Overland Park, Kansas "City" and Olsson Associates "Olsson", shall amend the above-referenced Agreement dated October 18, 2010.

WITNESSETH, that in accordance of the mutual covenants herein contained, the City hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

SCOPE OF SERVICES

Phase VI – Construction Inspection Services

Additional Inspection Services Contract Extension – The City granted the contractor a contract extension from May 16, 2013 to June 4, 2013. The contractor had not completed the work by June 4, 2013 but is expected to complete all trail work by August 2, 2013.

Between July 7, 2013 and August 2, 2013, Olsson's estimated fee to complete the inspection services is calculated as follows:

Lead Inspector

- 20 weekdays @ 4 hrs. ST/day = 80 hrs. x 84.05 = \$6,724
- 2 Saturdays @ 4 hrs. OT/day = 8 hrs. x 126.07 = \$1,008
- Mileage: 22 days @ 50 mi./day = 1,100 mi. x \$0.75 = \$825

In order to complete the final diaries, paperwork, pay estimate and change order, and turn all documentation over to the City, Olsson's estimated fee to complete this work is calculated as follows:

Lead Inspector

- 10 weekdays @ 6.25 hrs. ST/day = 62.5 hrs. x \$84.05 = \$5,253
- Mileage: 5 days @ 20 mi./day = 100 mi. x \$0.75 = \$75

The City has requested that Olsson be involved in the sod inspection and check sod for moisture condition after placement. We estimate 10 days for sod placement and 20 days for checking moisture conditions. The fee for this work is calculated as follows:

Lead Inspector

- 10 weekdays @ 3 hrs. ST/day = 30 hrs. x \$84.05 = \$2,521
- 20 weekdays @ 1 hr. ST/day = 20 hrs. x \$84.05 = \$1,681
- Mileage: 30 days @ 30 mi./day = 900 mi. x \$0.75 = \$675

Additional Requested Fee \$18,762.00

COMPENSATION

The fees for our services will be increased by ***EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY-TWO*** dollars (**\$18,762.00**).