

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

**159<sup>TH</sup> STREET, METCALF TO NALL (TH-0513)**

**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 Affinis Corp., hereinafter called the "Consulting Engineer/Architect".

**WHEREAS**, the City and the Consulting Engineer/Architect have previously entered into an Agreement, dated March 18, 2013 (the "Original Agreement") for design of 159<sup>th</sup> Street, Metcalf to Nall (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: Field Surveys to include, but not limited to, field data collection, ownership and abutting property information and base map for 159<sup>th</sup> Street from Metcalf to Nall 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-Four Thousand Seven Hundred Seventy and 00/100 Dollars (\$84,770.00) including reimbursables in accordance with Exhibit B, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 1 raises the maximum fee to Two Hundred Sixty-five Thousand One Hundred Seventy-four and 50/100 Dollars (\$265,174.50) for the Project. This is the total of the fee from the Original Agreement of One Hundred Eighty Thousand Four Hundred Four and 50/100 Dollars (\$180,404.50) plus Eighty-Four Thousand Seven Hundred Seventy and 00/100 Dollars (\$84,770.00) 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.

AFFINIS CORP.

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
Richard Worrel, P.E.  
President

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**Task I. Survey**

**General Survey Requirements:**

**Vertical Control:**

Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

**Horizontal Control:**

Section corner and quarter-section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all section corners and quarter-section corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and city's project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

**Plan Notes - Johnson County Control Benchmarks:**

Any Johnson County benchmarks, Johnson County Horizontal Control monuments and any section corner and quarter-section corners within the area surveyed for the project must be conspicuously indicated on the plans. All benchmarks, section corners, quarter-section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

**Field surveys**

**1.01**

- A. Field data collection:
1. Establish land corners.
  2. Field surveys.
  3. Contact utilities and field locate all utilities.
  4. Low opening elevation of all existing structures.
  5. Stream crossing elevation data, including historical high-water elevations where applicable.
  6. Contact homes associations property owners, field locate all irrigation systems.
  7. Field locate all septic systems and lateral fields.
  8. Stake centerline every 50 feet as may be required by utilities or other entities to plan relocation work.
  9. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.

- B. Ownership and abutting property information:
  - 1. Secure plats.
  - 2. Obtain ownership information. The Consulting Engineer shall contract with a City approved title company for ownership information investigations. The costs associated with ownership information investigations shall be paid by the Consulting Engineer to the title company. This cost shall be included in the total compensation fee as outlined in Section II of the Engineering/ Architectural Services Agreement.
  - 3. Draw plats, properties and easements from title work.
- C. Develop basemap from survey information. Basemap to be at a scale of 1"=20' showing contours at 2 foot intervals, existing property lines, owner information, and existing utility information as determined from surveyed utility locates, visible features and/or facility maps.

# Exhibit B

Date: 8/23/2013 Client: Overland Park, KS Project: 159th St. (Metcalf to Nall) Survey Made By: RBF													
Tasks	Principal	Project Manager	Sr. Project Engineer	Project Engineer	Design Technician II	CADD Technician II	Land Surveyor II	Land Surveyor I	Survey Crew Member II	Clerical	LABOR COSTS	DIRECT EXPENSES ITEM	TOTAL FEE
	\$200.00	\$155.00	\$185.00	\$130.00	\$115.00	\$80.00	\$130.00	\$85.00	\$80.00	\$70.00			
<b>TASK 1. FIELD SURVEYS</b>													
<b>1.01</b>													
A		4											
1	Field Data Collection						8	8	32		\$620		\$ 620.00
2	Establish Land Corners						8	8	32		\$4,280		\$ 4,280.00
3	Field Surveys						8	24	240		\$21,240	Mileage \$ 750.00	\$ 21,990.00
4	Contact utilities and field locate all utilities						8	40	40		\$7,640		\$ 7,640.00
5	Low opening elevation of all existing structures								12		\$960		\$ 960.00
6	Stream Crossing Elevation Data							8	16		\$1,960		\$ 1,960.00
7	Irrigation System Location							4	24		\$2,260		\$ 2,260.00
8	Field Locate Septic Systems							24	24		\$3,960		\$ 3,960.00
9	Stake Centerline at 50-ft intervals							8	32		\$2,560		\$ 2,560.00
B	Submit land corner records						8	8			\$1,720		\$ 1,720.00
	Ownership & Abutting Property Information										\$620		\$ 620.00
1	Secure Plats						4	4			\$860	Plats, maps \$ 200.00	\$ 1,060.00
2	Obtain Ownership Info and Create Ownership Spreadsheet							32			\$2,720	Title Work \$ 3,000.00	\$ 5,720.00
3	Draw Plats, Properties, and Easements From Title Work						16	40			\$5,480		\$ 5,480.00
C	Develop Base Map from Survey Information	4					60	160	24		\$23,940		\$ 23,940.00
	Subtotal Phase 1- Hours	0	12	0	0	0	104	352	444	0	\$80,820		\$ 84,770.00
	Subtotal Phase 1- Cost	\$0.00	\$1,860.00	\$0.00	\$0.00	\$0.00	\$13,520.00	\$29,920.00	\$35,520.00	\$0.00	\$80,820	\$3,950	\$ 84,770.00
	TOTAL HOURS	0	12	0	0	0	104	352	444	0	\$80,820.00		\$ 84,770.00
	TOTAL FEE	\$0.00	\$1,860.00	\$0.00	\$0.00	\$0.00	\$13,520.00	\$29,920.00	\$35,520.00	\$0.00	\$80,820.00	\$3,950.00	\$ 84,770.00