

**SUPPLEMENTAL AGREEMENT NO. 2  
FOR  
ACQUISITION SERVICES**

**MONITOR SQUARE STORM DRAINAGE IMPROVEMENTS,  
101ST TERRACE & ROE AVENUE TO 103RD STREET & ROSEWOOD STREET (SD-1222)**

**CITY OF OVERLAND PARK, KANSAS**

This Supplemental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **City of Overland Park, Kansas**, (hereinafter the "City") and **Orrick & Erskine, L.L.P.**, (hereinafter "Orrick & Erskine").

**WHEREAS**, the City and Orrick & Erskine have previously entered into an Agreement, dated August 1, 2012 for acquisition services to acquire real property for the Monitor Square Storm Drainage Improvements, 101st Terrace & Roe Avenue to 103rd Street & Rosewood Street, (hereinafter the "Original Agreement").

**WHEREAS**, Section 3 of said Original Agreement provides that the scope of services and the fee to be paid to Orrick & Erskine may be adjusted by a Supplemental Agreement; and

**WHEREAS**, this Supplemental Agreement between the parties heretofore is to provide services beyond the scope of the Original Agreement to address unforeseen coordination efforts related to acquisition procedures and appraisals with the City and affected landowners, and to include closing and relocation services related to the acquisition of the referenced real property (hereinafter the "Additional Services") in accordance with Exhibit A of the Original Agreement and Exhibit 1 of Supplemental Agreement No. 1 and Exhibit A of this Supplemental Agreement No. 2; and

**WHEREAS**, the CITY is desirous of entering into a Supplemental Agreement to provide for the Additional Services to be provided by Orrick & Erskine and the additional fee to be paid the Orrick & Erskine for those Additional Services rendered to the CITY; and

**WHEREAS**, the CITY is authorized and empowered to contract with Orrick & Erskine for the necessary Additional Services for the project, and necessary funds for the payment of said services are available.

**NOW THEREFORE**, the parties hereby agree as follows:

**PART A - SCOPE OF SERVICES**

Orrick & Erskine 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**

Orrick & Erskine 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 September 15, 2013.

**PART C - COMPENSATION**

The Additional Services listed in Exhibit A of this Supplemental Agreement No. 2 will be provided at an amount not to exceed Four Thousand Five Hundred Seventy Three and 60/100 Dollars (\$4,573.60) including reimbursables.

This Supplemental Agreement raises the maximum fee to Sixty One Thousand Nine Hundred Sixty Six and 60/100 Dollars (\$61,966.60). This is the total of the fee from the Original Agreement of Twenty-One Thousand, Seven Hundred and 00/100 Dollars (\$21,700.00) plus Thirty Five Thousand Six Hundred Ninety Three and 00/100 Dollars (\$35,693.00) for Supplemental Agreement No. 1 plus Four Thousand Five Hundred Seventy Three and 60/100 Dollars (\$4,573.60) for this 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 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.

ORRICK & ERSKINE, L.L.P.

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

ATTEST:

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

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

**EXHIBIT A**  
**SUPPLEMENTAL AGREEMENT NO. 2**

For Acquisition Services  
Monitor Square Storm Drainage Improvements, 101st Terrace & Roe Avenue To 103rd  
Street & Rosewood Street (SD-1222)

Orrick & Erskine, L.L.P.

Task	Amount
1) Supervision of closing/relocation processes, ongoing communications with landowners, and various property inspections to calculate moving expenses and confirm move. (Jason Prier time 18.8 hrs. x \$147)	\$2,763.60
2) Administer closings, relocations and related paperwork. (Kathy Schoenberger time 18.10 hrs. x \$100)	\$1,810.00
Total Amount for Closing/Relocation Services	\$4,573.60