

**Supplemental Agreement No.6  
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**, this Supplemental Agreement No. 6 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. 6.

## **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. 6 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, Supplement Agreement No. 5 dated August 5, 2013 and this Supplement Agreement No. 6.

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

The Additional Services will be provided at an amount not to exceed Thirty-Four Thousand Seven Hundred Forty-Five and 00/100 Dollars (\$34,745.00), including reimbursable expenses.

This Supplemental Agreement No. 6 raises the maximum fee to **One Million Two Hundred Sixty-Four Thousand Four Hundred Sixty-Five and 23/100 Dollars (\$1,264,465.23)** 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, plus Thirty-Four Thousand Seven Hundred Forty-Five and 00/100 Dollars (\$34,745.00) for Supplemental Agreement No.6.

**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, Supplemental Agreement No. 5, and this Supplemental Agreement No. 6 including all policies of insurance which shall cover the work authorized by this Supplemental Agreement No. 6.

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Agreement No. 6 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

**October 1, 2013**

THIS CONTRACT AMENDMENT, executed between the City of Overland Park, Kansas, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated October 10, 2010.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client 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 August 3, 2013 to October 11, 2013. The contractor is expected to complete all sod watering by October 31, 2011.

Between August 3, 2013 and October 11, 2013 Olsson's estimated fee to complete the inspection services is calculated as follows:

Lead Inspector

- 50 weekdays @ 6.5 hrs./day = 325 hrs. x 84.05 = \$27,316
- Mileage: 50 days @ 30 mi./day = 1,500 mi. x \$0.75 = \$1,125

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

- 7 weekdays @ 8 hrs./day = 56 hrs. x \$84.05 = \$4,707
- Mileage: 7 days @ 20 mi./day = 140 mi. x \$0.75 = \$105

The City has requested that Olsson be involved in the sod inspection and to check sod after placement for moisture condition. We estimate 14 days (October 14 to October 31, 2013) for checking moisture conditions. The fee for this work is calculated as follows:

Lead Inspector

- 14 weekdays @ 1 hr./day = 14 hrs. x \$84.05 = \$1,177
- Mileage: 14 days @ 30 mi./day = 420 mi. x \$0.75 = \$315

**Fee \$34,745.00**

Transfer of Budget – To allow for more productive use of Parson's contract budget, we are requesting a transfer of the unbilled balance of \$957.79 from Phase 500 of Parson's contract budget to Phase 600 of Olsson's contract budget to offset Olsson's design cost increases.

**Fee \$No Net Contract Change**

**COMPENSATION**

The fees for our services will be increased by ***THIRTY FOUR THOUSAND SEVEN HUNDRED FORTY FIVE*** dollars (**\$34,745.00**).