

**Supplemental Agreement No. 3  
for  
Engineering/Architectural Services**

**103<sup>RD</sup> AND CONNELL FLOOD CONTROL PROJECT (SD-1281)**

**City of Overland Park, Kansas**

This Supplemental Agreement No. 3 made this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_, by and between the City of Overland Park, Kansas, hereinafter called the "City", and HNTB Corporation, hereinafter called the "Consulting Engineer/Architect."

**WHEREAS**, the City and the Consulting Engineer/Architect have previously entered into an Agreement, dated June 17, 2013, (the "Original Agreement") for design of 103<sup>rd</sup> and Connell Flood Control Project - SD-1281 (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. 3 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. 3.

## **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. 3 shall be completed in accordance with the Project time frame set forth in the Original Agreement except as specifically modified by this Supplemental Agreement No. 3, Supplemental Agreement No. 2 dated September 15, 2014, and Supplemental Agreement No. 1 dated January 13, 2014.

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

The Additional Services will be provided at an amount not to exceed Three Hundred Eighteen Thousand Seven Hundred Seventy Five and no/100 Dollars (\$318,775.00) including reimbursables in accordance with Exhibit B, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 3 raises the maximum fee to Eight Hundred Eighty Four Thousand Three Hundred Sixty Five and no/100 Dollars (\$884,365.00) for the Project. This is the total of the fee from the Original Agreement of One Hundred Forty Five Thousand Six Hundred Fifteen and no/100 Dollars (\$145,615.00) plus Three Hundred Sixty Nine Thousand Three Hundred Fifteen and no/100 Dollars (\$369,315.00) for Supplemental Agreement No. 1 plus Fifty Thousand Six Hundred Sixty and no/100 Dollars (\$50,660.00) for Supplemental Agreement No. 2 plus Three Hundred Eighteen Thousand Seven Hundred Seventy Five and no/100 Dollars (\$318,775.00) for Supplemental Agreement No. 3.

**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. 3, Supplemental Agreement No. 2, and Supplemental Agreement No. 1 including all policies of insurance which shall cover the work authorized by the Supplemental Agreements.

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

HNTB CORPORATION

CITY OF OVERLAND PARK, KANSAS

\_\_\_\_\_  
Michael R. Hess, P.E.  
Vice President

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

APPROVED AS TO FORM:

ATTEST:

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

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

**103<sup>rd</sup> and Connell – Flood Control Project:** This Supplemental Agreement No. 3 is being requested to provide field inspection / construction observation services.

HNTB's additional scope of services is outlined in Exhibit B and generally includes:

- Utility relocation coordination oversight
- Attend Pre-Construction Conference
- Assure construction means and methods comply with contract documents by performing inspection services during all phases of construction.
- Verify and provide the City, quantities for Contractor pay vouchers and any required change orders.
- Keep required field construction documentation including daily diaries, logs, records and measurement and computation of pay quantities.
- Track the project schedule and coordinate recovery schedules with the Contractor and City as necessary.
- Communicate project schedules and progress with adjacent property owners.
- Project coordination with City Staff and development of monthly progress reports.
- Attend weekly progress meetings.
- Coordinate and schedule material testing with City's sub-consultant.

### **Scope Assumptions:**

- Review of erosion control measures will be completed by City staff.
- City to provide materials testing services through a certified testing laboratory.
- Contractor to provide construction staking and surveys.

### **Field Inspection and Construction Observation Schedule**

The scope and fee derivation are based on completing the construction and associated Construction Inspection efforts by December 1<sup>st</sup>, 2015.

**103rd & Connell - Flood Control Project**

	Senior Field Representative (Lead Inspector)	Bridge Inspector	Total
	\$ 105.00	\$ 110.00	
<b>Construction Inspection Services</b>			
<b>Utility Relocation Inspections</b>			
Assume 7 weeks of inspection services @ 40 hours / week	280		280
<b>Lead Inspector (FT project inspection)</b>			
Assumes 10 months (43 weeks of inspection services 45 hours / week)	1935		1935
<b>Bridge Inspection</b>			
Assumes 4 months (17 weeks of inspection services 40 hours / week)		680	680
<b>Project Close-out</b>			
Assumes 2 weeks of project documentation closeout @ 40 hours / week	80		80
<b>Subtotal</b>	<b>2295</b>	<b>680</b>	<b>2975</b>

CN INSPECTION SERVICES SUBTOTAL \$ 315,775  
 Expenses \$ 3,000

**TOTAL CN INSPECTION SERVICES FEE \$ 318,775**