

**Supplemental Agreement No. 2  
for  
Engineering/Architectural Services**

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

**City of Overland Park, Kansas**

This Supplemental Agreement No. 2 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. 2 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. 2.

## **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. 2 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 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 Fifty Thousand Six Hundred Sixty and no/100 Dollars (\$50,660.00) including reimbursables in accordance with Exhibit B, attached hereto and incorporated by reference herein.

This Supplemental Agreement No. 2 raises the maximum fee to Five Hundred Sixty Five Thousand Five Hundred Ninety and no/100 Dollars (\$565,590.00) 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.

**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 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. 2 is being requested because of changes to the scope of the project as defined with Supplemental Agreement No. 1.

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

- USACE 404 Permit – Wetlands Coordination
- Developing Schedule of Replacements for Adjacent Property Owners
- Retaining Wall Design
- Coordination with City Traffic Staff and Developing Plans for Light Pole Relocation; City Fiber Re-Rerouting, and Incorporation of Signal Removal at 103<sup>rd</sup> and Connell
- Developing WaterOne profiles for inclusion in the plans

Kaw Valley Engineering, Inc. completed a full topographic survey and geotechnical investigation under the Prime Agreement and through Supplemental Agreement No. 1. The additional services defined with this agreement include:

- Topographic Survey of adjacent residential backyards and associated CAD work
- Geotechnical Engineering analysis and recommendations for retaining wall systems in coordination with HNTB

### **Scope Assumptions:**

The following assumptions apply to the detailed scope of services outlined in Exhibit B. These assumptions have been reviewed and agreed upon between City staff and HNTB. Changes to the project that occur and result in one or more assumptions no longer being valid could result in additional work to be addressed with a supplemental agreement as outlined in the contract language.

1. The retaining wall system to be used will be a gravity block system. HNTB is designing general wall typical sections for various heights, but final block layout and design will be required in the contract language for the Contractor and manufacturer. HNTB will review design, layout, and all associated shop drawings as a part of the Construction Engineering phase of the project.
2. City traffic staff will review catalog cuts and shop drawing submittals associated with the light pole relocation and fiber rerouting

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

	Sr. Project Manager	Senior Engineer	Project Engineer	Engineer	Senior Technician	Total
	\$ 225.00	\$ 180.00	\$ 160.00	\$ 100.00	\$ 115.00	
<b>Final Design and Plan Production</b>						
<b>USACE 404 Permit - Wetlands Coordination</b>						
Stream Evaluation and Wetland Delineations (Prep, Field, Office) - Compile Technical Memo to be Submitted with the Permit Application		16	4		4	24
Permit Application Work (Additional for Summarizing Minimization Alternatives, Explaining Mitigation Proposal, and Evaluating Alternatives in KSMG Forms)		6	2			8
Coordination with COE and Mitigation Bank (Mitigation Forms, Alternatives Analysis, Response to Public Comment, Mitigation Options, Mitigation Banking Coordination for Letters/Agreement)		12	4			16
<b>Right of Way Activities</b>						
Site Visit to Document Resident's Backyards				8		8
Develop Schedule of Replacements			4	16	4	24
<b>Retaining Wall Design</b>						
Coordinate with Kaw Valley and select preferred wall type.		12		12		24
Perform final wall designs for the various heights and conditions.		32		80		112
Develop General Notes and coordinate with related design disciplines.		8		6	4	18
Create retaining wall Typical Sections for the various wall heights & conditions.		8		12	12	32
Create retaining wall details for common construction elements.		8		16	12	36
Prepare calculations for all retaining wall pay quantities		6		18		24
Technical supervision and QA/QC		12				12
<b>Miscellaneous Design Items</b>						
Light pole Relocation, City Fiber Re-Routing, and Incorporation of Signal Removal in Plans.			24			24
Modeling temporary wall excavation limits to evaluate impacts on utilities.			8	40		48
Developing WaterOne profiles for inclusion in the plans			2	8	6	16
<b>Subtotal</b>		<b>120</b>	<b>48</b>	<b>216</b>	<b>42</b>	<b>426</b>

<b>Engineering Services During Construction</b>						
<b>Contractor Submittals</b>						
Retaining Wall Shop Drawing Review		16		32		48
<b>Subtotal</b>		<b>16</b>		<b>32</b>		<b>48</b>
<b>FINAL DESIGN SUBTOTAL</b>						
		<b>16</b>		<b>32</b>		<b>48</b>

KAW VALLEY ENGINEERING - SURVEY SERVICES	\$ 1,350
KAW VALLEY ENGINEERING - GEOTECH SERVICES	\$ 5,000
DESIGN SUBTOTAL	\$ 62,060
PREVIOUSLY SCOPED RETAINING WALL CREDIT	\$ (17,480)
ENGINEERING SERVICES DURING CONSTRUCTION SUBTOTAL	\$ 6,080
<b>TOTAL FEE</b>	<b>\$ 50,660</b>



**KAW VALLEY ENGINEERING, INC.**

May 30, 2014

**C13S7247**

Mr. Timothy Morgan  
HNTB Corporation  
7400 West 129<sup>th</sup> Street, Suite 100  
Overland Park, Kansas 66213

**RE: PROPOSAL FOR SUPPLEMENTAL DESIGN SURVEY SERVICES  
STORM WATER IMPROVEMENTS - WEST 103<sup>RD</sup> STREET & CONNELL DRIVE  
OVERLAND PARK, KANSAS**

Dear Mr. Morgan:

Kaw Valley Engineering, Inc. (KVE) is pleased to provide this proposal for supplemental design surveying services of the tributary to Indian Creek.

The services required will be a complete topographic/mapping survey and property basemap development. The following tasks will be performed:

- Supplemental Design Survey
  - Expand topographic survey to cover the highlighted areas as shown on the attached Exhibits 1, 2, 3 and 4.
  - Drafting – CADD drawings of:
    - Topographic file
    - Contour file
    - Utility file
    - Proposed Description.

The following is a breakdown of the additional fees associated with the services outlined:

<b>Survey Services – Expanded</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extension</b>
Principal	1	\$175	\$ 175.00
Survey Supervisor	4	\$90	\$ 360.00
Registered Land Surveyor	7	\$95	\$ 665.00
Engineering Technician	2	\$75	\$ 150.00
		<b>Total</b>	<b><u>\$1,350.00</u></b>

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*o t h e r   l o c a t i o n s*

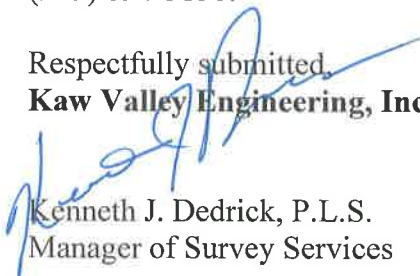
*Junction City, Kansas • Kansas City, Missouri • Salina, Kansas*

This additional amount will change the contract total for the survey services for this project from \$39,055.00 to \$40,405.00 as follows:

<b>Description</b>	<b>Contract Amount</b>
Base Contract	\$28,345.00
Supplement #2	\$10,710.00
Current Contract Amount	\$39,055.00
Proposed Supplement #3	\$1,350.00
Revised Contract Amount	\$40,405.00

If you have any questions concerning this proposal, please do not hesitate to contact me at (913) 894-5150.

Respectfully submitted,  
**Kaw Valley Engineering, Inc.**



Kenneth J. Dedrick, P.L.S.  
Manager of Survey Services

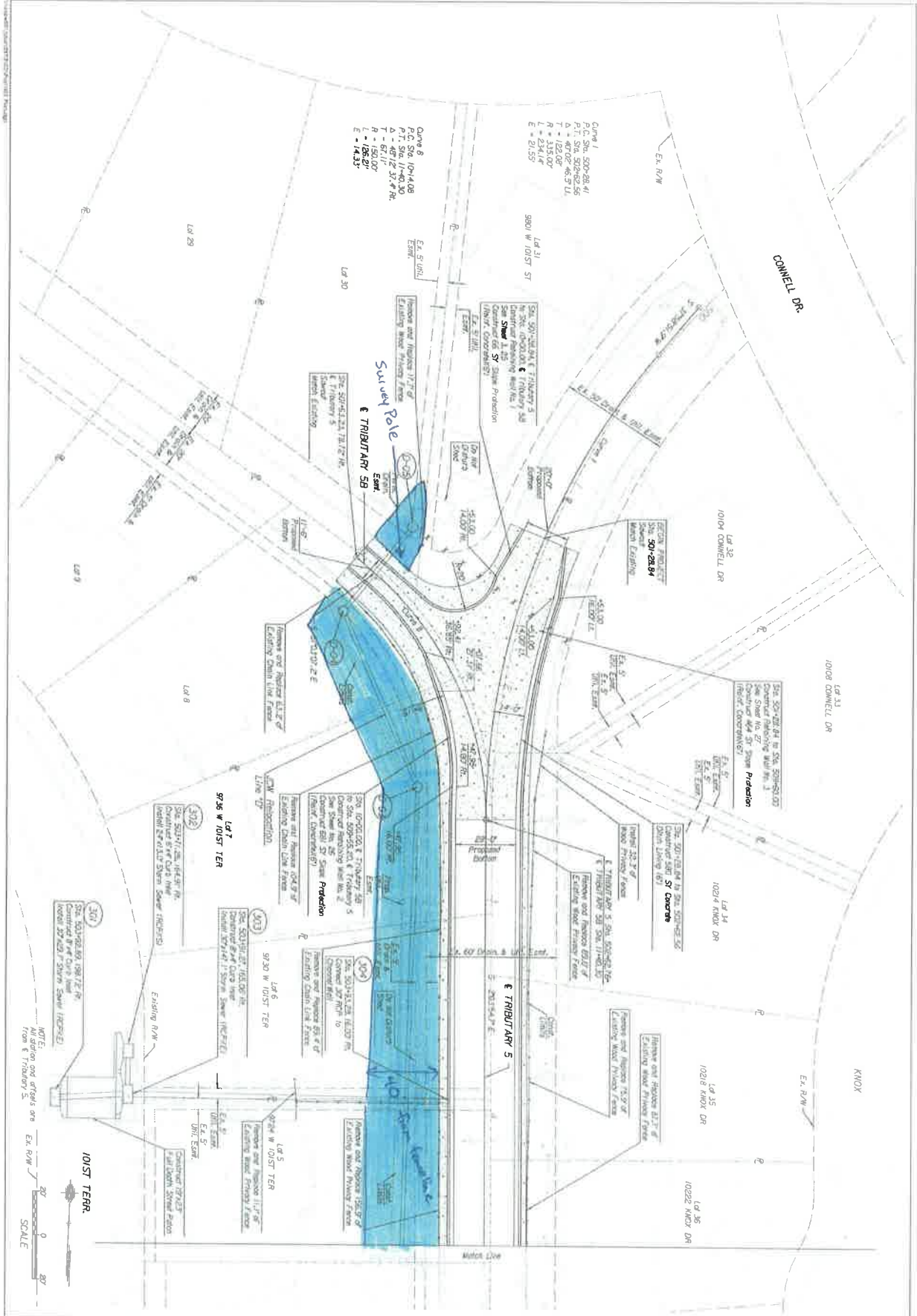
KJD/lam

Attachments: Exhibits 1, 2, 3 & 4

# Exhibit 1

Plotted on: Tuesday, May 11, 2010  
 User: borntreger Plot: Overland  
 Plot Scale: 1/2" = 100' Plot Table: Overland Park 1500 Highway 200 Overland Park, Kansas  
 Design Name: Overland Park 1500 Highway 200 Overland Park, Kansas

APPROVED	DATE
DESIGNED	DATE
CHECKED	DATE
PROJECT	NO.
SHEET	NO.
DATE	NO.
SCALE	NO.



TRIBUTARY 5 & 5B  
 PLAN  
 STA. 501+28.84 TO STA. 504+60.00

OVERLAND PARK

HNTB  
 7400 W 129th St, Suite 100  
 Overland Park, KS 66213  
 (913) 491-9333

DATE	BY

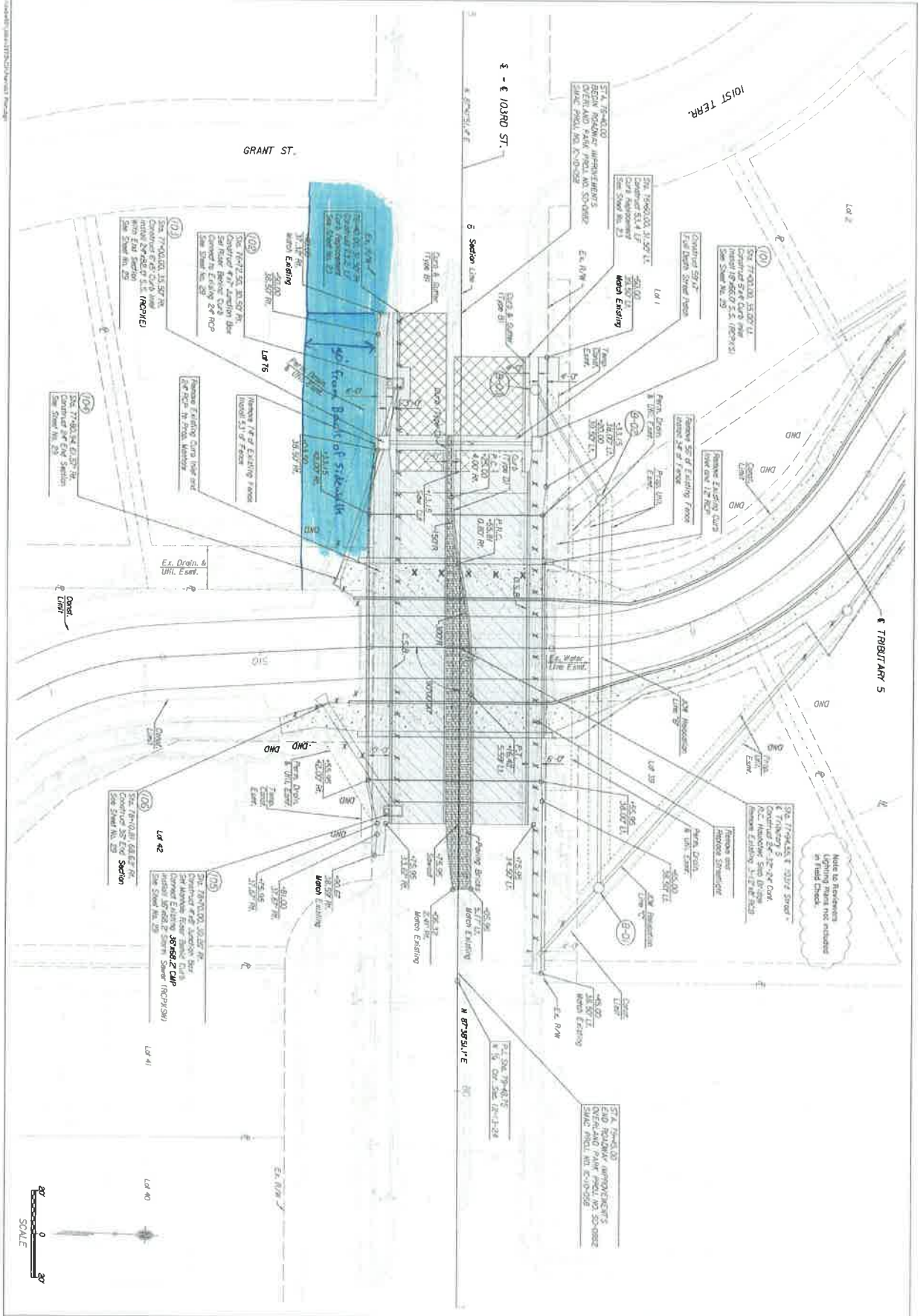




# Exhibit 3

Printed on Tuesday, May 13, 2014  
 User: borchtrager  
 Plot Scale: 1/2" = 1'-0"  
 Design Pathname: \\snp\p00\jobs\159131\DWG\Plan103\_Plan.dwg

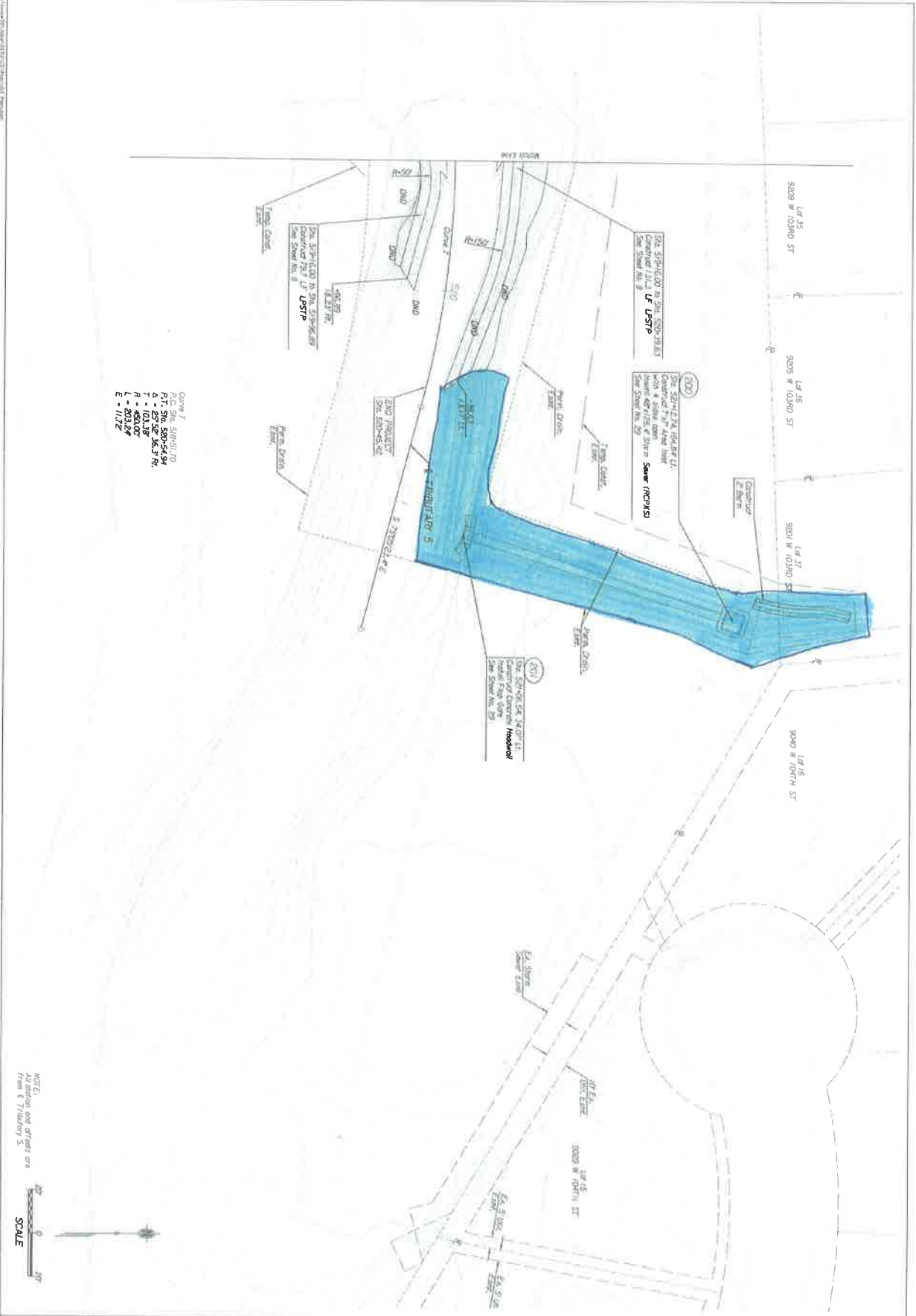
APPROVED	DATE
DESIGNED	10/28/13
CHECKED	11/14/13
DATE	11/14/13
DESIGNED	11/14/13
CHECKED	11/14/13
DATE	11/14/13



# Exhibit 4

Plotted on: Tuesday, May 13, 2008  
 borntreger Plot Output  
 Plot Scale: 400 Feet Scale: 1/8" = 100'-0"  
 Design: P:\Projects\11000000\11000000\11000000.dwg

APPROVED	
DESIGNED	DATE
CHECKED	DATE
IN CHARGE	DATE
DATE	



Curve 7  
 P.C. Sta. 519+91.70  
 P.T. Sta. 520+43.94  
 T = 101.58' 263.78'  
 R = 450.07'  
 L = 203.24'  
 E = 111.72'

NOTE:  
 All station and offset are  
 from 6+ Triangulation S.



**TRIBUTARY 5**  
**PLAN**  
 STA. 519+40.00 TO STA 520+22.12

NO.	DATE	REVISIONS	BY	APP'D

**OVERLAND PARK**  
 ENGINEERS  
 ARCHITECTS & DESIGNERS

**HNTB**  
 7400 W 129th St., Suite 100  
 Overland Park, KS 66213  
 (913) 491-9332

DATE	



KAW VALLEY ENGINEERING, INC.

September 4, 2014

C13G7247-A2

Mr. Timothy Morgan  
HNTB Corporation  
7400 West 129<sup>th</sup> Street, Suite 100  
Overland Park, Kansas 66213

**RE: PROPOSAL FOR ADDITIONAL GEOTECHNICAL SERVICES  
STORM WATER IMPROVEMENTS - WEST 103<sup>RD</sup> STREET & CONNELL DRIVE  
OVERLAND PARK, KANSAS**

Dear Mr. Morgan:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for the additional geotechnical services for the above referenced project. This work is in addition to the work completed as a part of the concept study and final design phases of the project. The scope of services outlined below (the "Services") will be performed in accordance with the fee basis, time schedule and other pertinent information described herein.

**PROJECT DESCRIPTION**

The proposed project is to consist of the design of storm water improvements including a 3-span bridge on West 103<sup>rd</sup> Street, a golf cart/pedestrian bridge on Brookridge golf course and channel deepening efforts. The expanded services are related to the design of the various retaining wall elements.

**SCOPE OF SERVICES**

The purpose of the Services will be to develop preliminary design and construction recommendations for geotechnical aspects of the project as defined in the project description. The preliminary geotechnical recommendations will be based on the soil, rock and groundwater conditions encountered in the borings at the time of exploration. You will be advised during the course of the exploration if conditions requiring additional exploration are present.

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o t h e r   l o c a t i o n s

Junction City, Kansas • Kansas City, Missouri • Salina, Kansas

## Geotechnical Analysis

The Geotechnical Analysis will be for expanded design of increased retaining wall elements. The analysis will include:

- Suitability of on-site material for use as fill associated with retaining wall elements.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Slope stability analysis for back slope conditions associated with retaining wall construction.
- Retaining recommendations for slope cutting.
- Construction and size requirements for manmade retaining wall elements throughout the project.
- Discussion of unusual site features which require additional consideration.

Other illustrations will be included as necessary to clarify engineering recommendations.

### **SCHEDULE AND FEE BASIS**

We will proceed with this project within one week of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical analysis will be issued within ten working days of the completion of the fieldwork. We anticipate the fieldwork to take six days.

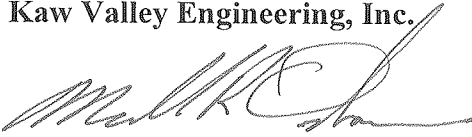
We will perform the Geotechnical Services described herein for the following fees:

<b>Services</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extension</b>
<b>Geotechnical Analysis:</b>				
Geotechnical Engineer	Hour	40	\$125.00	\$5,000.00
Administration	Hour	0	\$45.00	\$ 0.00
			<b>Total</b>	<b><u>\$5,000.00</u></b>

Additional work performed outside of the Scope of Services will be charged in accordance with the attached rate schedules.

We appreciate the opportunity to be of service to you. If you have any questions or comments, please do not hesitate to contact us at (913) 894-5150.

Respectfully submitted,  
**Kaw Valley Engineering, Inc.**

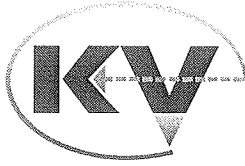


Michael R. Osbourn, P.E.  
Principal

MRO/srh

Attachment: 2014 Standard Hourly Rate Schedule

\\LXSERVER2\Projects\C13\_7247\Geotechnical\Proposal\09-04-14 Additional Services W 103rd St & Connell Drive.docx



This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

## 2014 Standard Hourly Rate Schedule

### Lenexa, Kansas Office

**Design Services**

Principal.....	175.00
Project Manager.....	145.00
Senior Design Engineer.....	125.00
Project Design Engineer.....	105.00
Staff Engineer.....	90.00
Geotechnical Engineer.....	140.00
Materials Engineer.....	140.00
Registered Geologist.....	90.00
Design Technician.....	80.00
Drafting Technician.....	70.00
Administrative Assistant.....	50.00

**Field Services - Surveying**

Manager of Field Services.....	90.00
Professional Land Surveyor.....	105.00
Survey Crew Leader (Research and Computations).....	80.00
1-Person Survey Crew with Equipment.....	120.00
2-Person Survey Crew with Equipment.....	140.00

**Field Services – Construction Materials**

Supervisor Construction Materials.....	90.00
Senior Engineer Technician.....	75.00
Engineer, Technician II.....	70.00
Engineer, Technician I.....	65.00
AWS Technician.....	100.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

**PRINTING**

Miscellaneous Expenses.....	At direct cost
Mylar (24" x 36").....	\$ 20.00
Mylar (30" x 42").....	30.00
Vellum (24" x 36").....	4.00
Vellum (30" x 42").....	5.00
Bond (24" x 36").....	3.50
Bond (30" x 42").....	4.25
8½" x11" / 11"x17" Copies.....	0.20/page

**EQUIPMENT**

Vehicle Mileage (Truck or Auto).....	\$ 0.56/mile
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