

**SUPPLEMENTAL AGREEMENT NO. 3
FOR PROFESSIONAL SERVICES
City of Olathe, Kansas**

This Supplemental Agreement made this _____ day of _____, 2024, by and between the City of Olathe ("City") and Olsson, Inc., ("Consultant") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated March 27, 2023 ("the Agreement"), FOR an improvement project for the Black Bob Road, 153rd Terrace to 159th Street Project; PN 3-C-041-23 ("Project"); and

WHEREAS, Section II.B.2 of the Agreement provides that Consultant will provide, with City's concurrence, services in addition to those listed in the Agreement when such services are requested or authorized in writing by the City; and

WHEREAS, this Supplemental Agreement between the Parties is to provide plans and specifications for a bridge over the Coffee Creek tributary and plans for an additional eastbound thru lane on 159th Street at its intersection with Black Bob Road for the Project as outlined in **Exhibit A** of this Supplemental Agreement, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into this Supplemental Agreement to pay the Consultant for additional services rendered to the City related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary additional services in this Supplemental Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

- A. The Agreement is hereby amended as follows: The scope of services now includes Exhibit A of this Supplemental Agreement.
- B. The total fee for the additional professional services provided pursuant to this Supplemental Agreement is One Hundred Ninety-One Thousand Four Hundred Twenty Dollars (\$191,420.00), which raises the total fee for all services provided under the Agreement from One Million Two Hundred Twenty-Five Thousand, Two Hundred and Five Dollars (\$1,225,205.00) to One Million Four Hundred Sixteen Thousand, Six Hundred and Twenty-Five Dollars (\$1,416,625.00).

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written Supplemental Agreement approved by the Parties and by this Supplemental Agreement, including all policies of insurance

which will cover the work authorized by this Supplemental Agreement.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Mayor John Bacon

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

OLSSON, INC.

By: _____
Cory Clark
Transportation Market Leader
7301 West 133rd Street, Suite 200
Overland Park, KS 66213

**SCOPE OF SERVICES
Supplemental Agreement #3
Black Bob Road (153rd Terrace to 159th Street) Improvements
Olathe, Kansas**

The Basic Services provided by Olsson for this supplemental agreement shall be as outlined below. The work will generally consist of adding prestressed bridge crossing to the Coffee Creek tributary north of 157th Terrace as well as adding a second eastbound through lane along 159th Street through the Black Bob Road intersection.

Task 1 - Coffee Creek Tributary Bridge Design

The Consultant will design and prepare construction bid documents for a single-span, prestressed concrete bridge at the Coffee Creek location. The size will be approximately 65-feet long x 106 feet wide, which is based on a preliminary H&H study that was already conducted.

- 1.1** Bridge Design and Plans. It is assumed that a 1-span, prestressed concrete beam bridge will be utilized at this location with integral abutments. The bridge will be constructed in two pours under a full roadway closure. The typical section will include a shared use path and sidewalk as well as a raised concrete median. Designs, plans, bid items, and technical specifications shall be prepared in accordance with KDOT's Bridge Design Manual, KDOT's Standard Specifications for Highway Construction and Olathe Standards, where appropriate. Designs shall comply with AASHTO LRFD Bridge Design Guidelines.

It is understood that Olsson will prepare and deliver 60% bridge plans and 90% quantities by September 2024 for bidding purposes. It is anticipated that 100% bridge plans and 100% quantities will be incorporated into the project via bid addendum or change order to the Contractor's work no later than end of December 2024.

- A. Bridge Geometry Calculations, Elevations, Haunching & Cambering
- B. Deck Slab Design (Based on KDOT standard)
- C. Prestressed Beam Design
- D. Abutment Designs (2) – Integral Type
- E. Scour Calculations
- F. Bearing Designs
- G. Calculate Bridge Quantities, Estimate & Bar bill

- 1.2** Prepare Bridge Plans (Assume 32 Sheets).

- 1.3** QA/QC of Bridge Design and Bridge Plans

- 1.4** Roadway plan revisions will include horizontal and vertical geometric modifications for the raising of the roadway to meet the new bridge elevations as well as the revised roadway and sidewalk geometric layouts to connect to the bridge. This will require updates to 157th Terrace and 155th Terrace intersections, driveway layouts, storm sewer designs, sidewalk ramps, street lighting, fiber designs, and pavement marking/signing.

Task 2 – Additional EB 159th Street Through Lane & Modified WB Lane Widths

The 159th Street and Black Bob Road intersection will require an additional eastbound through lane that will extend to the end of our improvements at the east leg of the intersection before transitioning back to the existing road. Additionally, the westbound laned widths have been modified to avoid an existing Everyguy manhole. This will require a redesign of 159th Street at both sides of the intersection including the addition of retaining walls along both sides of the intersection.

2.1 Final Plans

- A. Cover sheet
- B. Typical sections
- C. Demolition sheets
- D. Right-of-way sheets
- E. Plan & Profile Sheets
- F. Driveway profiles
- G. Integral sidewalk/retaining wall profiles
- H. Structural Retaining Wall Details – Design to include retaining wall geometry, general notes, summary of quantities, design calculations, wall details, and details for retaining wall panel reinforcing steel.
- I. Final street lighting
- J. Final traffic signal plans
 - 1. 159th and Black Bob signal modification to SW corner
(Including adding stop bar loops and advance radar detection)
- K. Final Pavement Marking & Signing
- L. Waterline Redesign
- M. Cross sections every 25 feet
- N. QA/QC

Task 3 – Additional Eastbound 159th Street Through Lane

The 159th Street and Black Bob Road intersection will require an additional eastbound through lane that will extend to the end of our improvements at the east leg of the intersection before transitioning back to the existing road. This will require a redesign of 159th Street at both sides of the intersection including the addition of retaining walls along both sides of the intersection.

3.1 Bridge Related Shop Drawings and Material Certification Review

- A. Prestressed Beam Shop Drawings
- B. Diaphragms
- C. Drain and Geofoam Materials
- D. Concrete Mix Designs, Admixtures, and Materials
- E. Rebar, Pile and Structural Steel Materials
- F. Pedestrian Fence Shop Drawings (2)
- G. Pedestrian Handrail Shop Drawings (2)
- H. Review Bridge Demo plan

3.2 Inventory Inspection, Load Rating, and Coordination with KDOT for NBI

- A. Perform Initial Inventory Inspection by KDOT Certified Bridge Inspection Team Leader. This task includes travel related reimbursable expenses for Olsson's inspector from Omaha. It is anticipated that the field work will be completed during one day.
- B. Prepare Bridge Load Rating in AASHTOWare

- C. Prepare Structure Inventory and Appraisal (SI&A) information as required in written format and Scour Assessment Form
- D. Upload Data to KDOT Bridge Portal
 - 1. The written SI&A information shall be sealed by a licensed Professional Engineer in the State of Kansas.
 - 2. The load rating calculations shall be sealed by a licensed Professional Engineer in the State of Kansas
 - 3. Use load rating vehicles identified in the KDOT Bridge Design Manual.

Project Assumptions: We have made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows:

- Bridge will be built under a full closure (no phased construction).
- Pedestrian fencing will utilize a prefabricated fence system designed by the manufacturer or other available standard (Overland Park's Heavy Handrail Standard, for example). Olsson will be responsible only for the design of the anchor bolts and preparation of design performance specifications/bid documents that illustrate fencing material sizes, lines, and grades. Fencing design, detailed fabrication drawings, and connections will be the responsibility of the City's selected Bridge Contractor (and, presumably, the fencing product's Manufacturer).
- A polymer overlay will be included in the plans for the bridge deck. Pedestrian-friendly fine aggregate will be utilized in the sidewalk/shared-use-path areas while KDOT standard aggregate (chat rock) will be used in the driving surface.
- No utility attachments or street lighting will be provided on the bridge.
- KDOT bridge standards may be utilized, where appropriate.
- 159th Street turn lanes lengths will follow the recommendations from the Access Management Evaluation memorandum.

Exclusions: The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Utility design (electric, gas, comm/fiber)
- Sanitary sewer design
- Design of custom pedestrian fencing.
- Design of bridge aesthetic enhancements (signs, brick façade(s), columns, pilasters, etc.)
- Bridge falsework/temporary shoring design
- In-situ embankment monitoring due to unstable or compressible foundation soils or to remediate unsuitable foundation soils, if discovered, is beyond the scope of this project.
- Septic system design
- Waterline system modeling
- Concrete pavement design or joint layouts
- Detention and water quality design
- Environmental investigation, permitting beyond those noted in the scope
- Landscaping
- 3D renderings and visualizations

- Right-of-way appraisals and negotiations
- Construction observations, testing, and inspection
- Any services not specifically detailed in the scope.
- Hardscape, amenity, signage, monumentation, and sculpture design
- Tree planting plan
- Architectural services
- Any services not specifically detailed in the scope.

MAN-HOUR ESTIMATE - Black Bob (153rd Terrace) - SUPPLEMENTAL AGREEMENT #3																
Task	\$225.00	\$222.00	\$222.00	\$164.00	\$157.00	\$193.00	\$126.00	\$66.00	\$162.00	\$720.00	\$108.00	\$68.00	\$100.00	\$140.00	\$150.00	
No.	Description of Work Items / Tasks															
	PM / TL	Tech Lead	Sen Eng	Proj Eng	PE	AE	SrTech	Tech	Sr LA	Proj LA	Assoc LA	Assist LA	Admin	Geo Coll (2 MC)	Geo Eng	Subtotal
	34	0	38	209	0	654	396	0	0	0	0	0	0	0	0	1,331
	34	0	38	209	0	654	396	0	0	0	0	0	0	0	0	1,331
Total Labor, OH & Profit	\$7,650	\$0	\$8,436	\$38,456	\$0	\$85,962	\$49,896	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$191,420.00
Total Labor, OH Profit & Expenses	\$7,650	\$0	\$8,436	\$38,456	\$0	\$85,962	\$49,896	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$191,420.00
		Qty	Units	CostUnit	Ext											
					\$0.00											
		Travel mile (cal)			\$0.00											
		Total Expenses			\$0.00											



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 E-MAIL ADDRESS: molly.harmon@hubinternational.com FAX (A/C, No): 402-557-6325
INSURED Olsson, Inc. 1700 East 123rd Street 913-829-0078 Olathe KS 66061	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company INSURER B: Amerisure Insurance Company INSURER C: Underwriters at Lloyd's London INSURER D: MSIG Specialty Insurance USA Inc INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 306523623**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP21194510302	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 21194500301	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CU 21194520202	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC 21194530202	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Professional/Pollution Liability Claims Made Cyber			MSTAEC-00010 ACS1191723	1/1/2024 1/1/2024	1/1/2025 1/1/2025	PL Each Claim/Agg 5,000,000 PL Ded Per Claim 500,000 Cyber Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability.
City of Olathe is an Additional Insured on a primary and non-contributory basis in regards to General Liability, including ongoing and complete operations, Auto Liability, and Umbrella Liability as required by written contract. Waiver of Subrogation is granted in regards to General Liability, Auto Liability, Workers Compensation, and Umbrella Liability as required by written contract. 30 day notice of cancellation, with 10 day for non-payment, is granted as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe 100 E Santa Fe Olathe KS 66061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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