## **SUPPLEMENTAL AGREEMENT NO. 4 FOR PROFESSIONAL SERVICES City of Olathe, Kansas**

This Supplemental Agreement made t	his day of	, 2019,
by and between the City of Olathe, hereinafte	er referred to as the "City"	, and Lamp Rynearson
<u>and Associates, Inc. dba Larkin Lamp Rynearso</u>	<u>n</u> , hereinafter referred to a	is the "Consultant".

## WITNESSETH:

WHEREAS, the City and Consultant have previously entered into an Agreement, dated January 19, 2018 ("the Agreement"), for professional engineering services related to waterline improvement projects throughout the City for the Waterline On-Call Engineering Services Project; PN 5-R-000-18 hereinafter referred to as the "Project"; and

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

WHEREAS, this Supplemental Agreement No. 4 between the parties heretofore is to provide engineering design services for various projects as outlined in **Exhibit A** of this Supplemental Agreement No. 4, attached hereto and incorporated herein by reference; and

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 4 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 professional services under the Agreement, and necessary funds for the payment of said services related to the Project are available and authorized under the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

A. The total fee for the aforementioned additional professional services provided pursuant to this Supplemental Agreement No. 4 is \$100,000.00, which raises the total fee for all services provided under the Agreement from \$100,000.00 to \$200,000.00.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full

force and effect, except as specifically modified by this Supplemental Agreement No. 4, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 4.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 4 to be executed as of the day and year first above written.

## **CITY OF OLATHE, KANSAS** By: Michael E. Copeland, Mayor ATTEST: **Deputy City Clerk** (Seal) APPROVED AS TO FORM: City Attorney/Deputy City Attorney/ **Assistant City Attorney** Larkin Lamp Rynearson By: Anthony P. O'Malley, P.E. Office Leader 9001 State Line Road, Suite 200 Kansas City, MO 64114

## **EXHIBIT A**Description of Services

The City of Olathe requires professional engineering services for various water improvement projects throughout the City. These services may include but are not limited to modeling, surveys of existing conditions, utility coordination, cost estimates, preparation of acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements (if needed), development of construction plans in accordance with Olathe Technical Specifications, assistance with bidding of projects for construction, and assistance as needed throughout construction.