

**SUPPLEMENTAL AGREEMENT NO. 2  
FOR PROFESSIONAL SERVICES  
City of Olathe, Kansas**

This Supplemental Agreement made this 19<sup>th</sup> day of November, 2019, by and between the City of Olathe, hereinafter referred to as the "City", and Integrity Locating Services, LLC hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City and Contractor have previously entered into an Agreement, dated December 5, 2017 ("the Agreement"), For the location of city-owned underground utilities, Project Number 8-C-001-18 hereinafter referred to as the "Project"; and

WHEREAS, Section V, A, Paragraph 6 of the agreement provides the city with an option to extend the contract for two additional (1) year periods ending December 31, 2020.

WHEREAS, this Supplemental Agreement No. 2 between the parties heretofore is to provide an extension of locating services from January 1, 2020 through December 31, 2020 for the project.

WHEREAS, the City is desirous of entering into Supplemental Agreement No. 2 to pay the Contractor for the extension of services rendered to the City Related to the Project; and

WHEREAS, the City is authorized and empowered to contract with the Contractor for the necessary extension of locating 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 location of City-owned underground utilities shall continue through December 31, 2020. The original contract completion date of December 31, 2018 in section II, D, Paragraph 1 of the agreement is hereby amended as follows: All work must be completed on or before December 31, 2020.
- B. The total fee for the aforementioned extension of locating services provided pursuant to this Supplemental Agreement No. 2 is \$245,000, which raises the total fee for all services provided under the Agreement from \$510,000 to

\$755,000.

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. 2, including all policies of insurance which will cover the work authorized by this Supplemental Agreement No. 2

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement No. 2 to be executed as of the day and year first above written.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_.

Michael E. Copeland, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

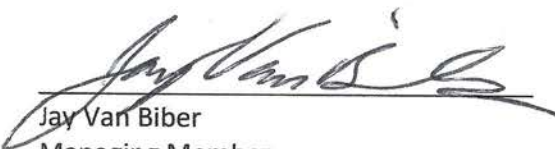
(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney/Deputy City Attorney/  
Assistant City Attorney

**INTEGRITY LOCATING SERVICES, LLC**

By: \_\_\_\_\_

  
Jay Van Biber  
Managing Member