

**Supplemental Agreement No. 2
for
Construction Material Testing Services**

**COLLEGE BOULEVARD – U.S. 69 HIGHWAY TO PFLUMM ROAD
KDOT Project No. 46 N-0373-01
City Project No. TH-0852**

City of Overland Park, Kansas

This Supplemental Agreement No. 2 made this _____ day of _____, **2010**, by and between the City of Overland Park, Kansas, hereinafter called the "CITY", and **Kaw Valley Engineering, Inc.**, hereinafter called the "CONSULTANT".

WHEREAS, the CITY and the CONSULTANT have previously entered into an Agreement, dated February 26, 2009 (the "Original Agreement"), Supplemental Agreement No. 1 dated June 26, 2009 ("Supplemental No. 1"), and Amendment to Supplemental Agreement No. 1 dated September 22, 2009 (the "Amendment") for construction material testing services for College Boulevard, U.S. 69 Highway to Pflumm Road (the "Project").

WHEREAS, Section II of the Original Agreement provides that the scope of services and the fee to be paid to the CONSULTANT may be adjusted by a Supplemental Agreement; and

WHEREAS, this Supplemental Agreement No. 2 between the parties heretofore is to compensate the CONSULTANT for quantity overruns at the same unit prices stated in Exhibit B of the Original Agreement; and

WHEREAS, the CITY is desirous of entering into a Supplemental Agreement to provide for the additional services to be provided by the CONSULTANT and the additional fee to be paid the CONSULTANT for those additional services rendered to the CITY; and

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for the necessary additional services for the Project, and necessary funds for the payment of said services are available.

NOW THEREFORE, the parties hereby agree as follows:

PART A - BASIC CONSULTANT SERVICES

The CONSULTANT will complete the additional services in accordance with this Supplemental Agreement No. 2 for additional construction material testing services for the Project.

PART B - SCHEDULE

The CONSULTANT will complete the additional services in accordance with Section III of the Original Agreement.

PART C - PAYMENT TO THE CONSULTANT FOR SERVICES RENDERED

The additional services set forth in this Supplemental Agreement No. 2 will be provided at an amount not to exceed **Fifteen Thousand and no/100 dollars (\$15,000.00)**.

This Supplemental Agreement No. 2 raises the maximum fee to **FIFTY NINE THOUSAND THREE HUNDRED FORTY AND NO/100 DOLLARS (\$59,340.00)** for the Project. This is the total of the original fee of \$44,340.00 plus \$0.00 for Supplemental No. 1 plus \$0.00 for the Amendment, plus \$15,000.00 for Supplemental Agreement No. 2.

IN ALL OTHER RESPECTS, the terms and conditions of the Original Agreement, Supplemental No. 1, and the Amendment shall remain in full force and effect, except as specifically modified by this Supplemental Agreement No. 2, including all policies of insurance which shall 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.

KAW VALLEY ENGINEERING, INC.

CITY OF OVERLAND PARK, KANSAS

Michael R. Osbourn, Principal

Carl Gerlach, Mayor

APPROVED AS TO FORM:

ATTEST:

Tammy M. Owens
Senior Assistant City Attorney

Marian Cook
City Clerk