

**MODIFICATION NO. 2 TO ON-CALL AGREEMENT FOR  
ENVIRONMENTAL PROFESSIONAL ENGINEERING SERVICES YEARLY CONTRACT  
(ORIGINAL RFQ NO. 2017-307)  
FOR THE RESOURCE RECOVERY PARK**

**THIS MODIFICATION NO. 2** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City (hereinafter "City"), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an On Call Agreement for Environmental Professional Engineering Services Yearly Contract (RFQ No. 2017-307) ("Base Agreement"); and

**WHEREAS**, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

**WHEREAS**, City and Engineer desire to modify Article I of the Base Agreement to specify and authorize the performance of certain On-Call Services.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties to amend the Base Agreement as follows:

**ARTICLE I  
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Article I of the Base Agreement is hereby amended to specify and authorize the performance of the following On-Call Services:

**Refer to SCS Engineers Proposal to Provide Environmental Services Phase I/Limited Phase II Environmental Site Assessment, dated August 23, 2017 attached hereto and incorporated herein by reference.**

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Article IV-A. of the Base Agreement is hereby amended to incorporate the following:

The cost of all On-Call Services added under Article I of this Modification No. 2 shall be billed hourly at the rates set forth in Exhibit A to the Base Agreement. Expenses incurred to provide such On-Call Services shall also be billed as set forth in Exhibit A. The total fees (hourly fees and expenses) for the On-Call Services added under Article 1 of this Modification No. 2 shall not exceed the total sum of twenty-seven thousand six hundred ten dollars (\$27,610.00).

**ARTICLE VIII  
ALL OTHER TERMS REMAIN IN EFFECT**

The parties agree that all other terms and conditions of the Base Agreement not amended by this Modification No. 2 shall remain in full force and effect.

**THIS MODIFICATION NO. 2** shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_ 2017.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy K. Yendez, Chief Council of Infrastructure and Planning,  
Office of City Attorney

**SCS ENGINEERS:**

\_\_\_\_\_  
BY: Anastasia Welch  
TITLE: Vice President

ATTEST:

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