

**ADDENDUM NO. 1
TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-3
CEDAR CREEK 16 &20 PRIVATE I&I PILOT STUDY COMPLETION AND REPORTING**

THIS ADDENDUM NO. 1 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-3 is made and entered into this _____ day of _____, 2017, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and Burns and McDonnell Engineering Company, Inc. (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City and Engineer entered into an Agreement dated January 13, 2017 (RFQ No. 2016-042-2) for On-Call Professional Engineering Services (hereinafter "Base Agreement"); and,

WHEREAS, City desires to engage Engineer for a specific scope of engineering services which are covered by the Base Agreement; and,

WHEREAS, Engineer has submitted a proposal for the engineering services and an estimate of engineering costs to perform said services in compliance with the Base Agreement; and,

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

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

Pursuant to Article I of the Base Agreement, Engineer is hereby engaged to provide the following scope of services:

Additional services related to Cedar Creek 16 &20 private I&I pilot study completion and reporting for the City of Lee's Summit as described in Exhibit A of the Modification No. 1 attached hereto and incorporated herein by reference.

All other provisions of the Base Agreement shall remain in full force and effect.

**ARTICLE II
COMPENSATION FOR SCOPE OF SERVICES**

Payment to the Engineer for the services identified herein shall not exceed \$55,719.00, pursuant to the rates set forth in Exhibit A to the Base Agreement.

**ARTICLE III
TERMS OF BASE AGREEMENT TO APPLY**

All terms of the Base Agreement shall remain in full force and effect and shall apply to this Addendum No. 1.

This Addendum No. 1 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 Modification to On-Call Agreement to be executed on the _____ day of _____, 2017.

CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

JACKIE MCCORMICK HEANUE
CHIEF COUNSEL OF MGMT & OPS/DEPUTY CITY ATTORNEY

**ENGINEER BURNS AND MCDONNELL
ENGINEERING COMPANY, INC.**

BY: _____
TITLE: _____

Attest:
