

**ADDENDUM NO. 3**

**TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-3**

**MAYBROOK SANITARY SEWER FLOW MONITORING**

**THIS ADDENDUM NO. 3 TO ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES NO. 2016-042-3** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 the May Brook Sanitary Sewer Flow Monitoring for the City of Lee's Summit as described in Exhibits A & B of the Addendum No. 3 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 \$101,420.00, 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. 3.

This Addendum No. 3 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 \_\_\_\_\_, 2018.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
ZACH CARTWRIGHT  
CHIEF OF LITIGATION

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

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Attest:

\_\_\_\_\_