

MODIFICATION NO. 1
PROFESSIONAL ENGINEERING SERVICES FOR
SANITARY SEWER FLOW MONITORING
DATED APRIL 14, 2016
(RFQ NO. 2016-091)

Modification of the flow monitoring contract to add additional analysis of City of Lee's Summit Water Utilities supplied data for inclusion in the final report.

THIS MODIFICATION TO PROFESSIONAL ENGINEERING SERVICES FOR SANITARY SEWER FLOW MONITORING made and entered into this _____ day of _____, 2016, 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 Design Services Agreement dated April 14, 2016 (RFQ No. 2016-091) for professional engineering services for Design Engineering Services (hereinafter "Base Agreement"); and

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

WHEREAS, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

WHEREAS, the City Manager is authorized and empowered by City to execute contacts providing for professional engineering services.

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

ARTICLE I
SCOPE OF DESIGN SERVICES TO BE PROVIDED BY THE ENGINEER

Article I of the Base Agreement is hereby amended as follows:

The Base Agreement is hereby amended to add services to be provided by Engineer related to changing the building design and providing value engineering to the project align the project with the budget as set forth in Exhibit A and described in Exhibit B attached hereto and incorporated by reference as if fully set forth herein.

All other provisions of article one of the Base Agreement as modified shall remain in full force and effect.

ARTICLE IV
PAYMENTS TO ENGINEER

Payment to the Engineer for the services described in Exhibit A shall not exceed \$15,800.

The total not to exceed amount for all services to be provided by the Engineer in the Base Agreement as amended shall not exceed the amount of \$154,940.

All remaining provisions of Article IV of the Base Agreement shall remain in full force and effect.

ARTICLE VIII
ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Base Agreement not amended by this Modification to Design Services Agreement shall remain in full force and effect.

This Modification No. 1 to Design Services Agreement 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 Design Services Agreement to be executed on the _____ day of _____, 2016.

CITY OF LEE'S SUMMIT

STEPHEN A. ARBO, CITY MANAGER

APPROVED AS TO FORM:

JACKIE HEANUE
CHIEF OF OPERATIONS , OFFICE OF THE CITY ATTORNEY

ENGINEER: BURNS AND MCDONNELL ENGINEERING COMPANY, INC.

BY: _____

TITLE: _____

Attest:
