

**ADDENDUM NO. ONE TO
ENGINEERING SERVICES AGREEMENT
FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS**

This is an addendum made by and between the CITY OF LAWRENCE, Kansas 6 East 6th, Lawrence, Kansas 66044 **CITY** and AIRPORT DEVELOPMENT GROUP, INC., a Colorado corporation, 1776 S. Jackson Street, Suite 950, Denver, Colorado 80210 **CONSULTANT**.

WITNESSETH:

WHEREAS, **CITY** and **CONSULTANT** have heretofore entered into an agreement between themselves for engineering services, and

WHEREAS, parties hereto do now desire to amend certain provisions of said agreement dated the 10th day of December, 2013, between themselves, and to reduce said amendment to writing;

NOW, THEREFORE, in consideration of the original agreement between the parties, the premises hereto, the mutual covenants, promises, doings and things hereinafter set forth, the parties hereto do now agree as follows:

Section II - Payment

Paragraph A.1 Maximum Total Fee and Expense:

Replace the words

“The City agrees to pay the Consultant a not to exceed fee of \$39,500.00.”

with the words

“The City agrees to pay the Consultant a not to exceed fee of \$56,500.00.”

Exhibit A

SECTION 2 - SPECIAL SERVICES OF CONSULTANT

Paragraph 2.1 Construction Phase

Replace the paragraph and all sub paragraphs with the following:

2.1 Construction Phase

During the construction phase **CONSULTANT** shall:

2.1.1. Provide resident engineering observation of construction work with sufficient qualified inspectors who shall be present full-time or part-time during construction operations to assure that construction is accomplished in accordance with the drawings and specifications. **CONSULTANT** shall issue such instructions to the contractor's construction superintendent as are necessary to protect the **CITY's** interest to the same extent as would the **CITY** himself if he were present and equipped with the requisite knowledge, skill competence, expertise, and engineering judgment.

2.1.2. **CONSULTANT** shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). **CONSULTANT**'s efforts will be directed toward providing a greater degree of confidence for **CITY** that the completed work of Contractor(s) is in accordance with the contract documents. **v** shall keep **CITY** informed of the progress of the work and shall endeavor to guard **CITY** against defects and deficiencies in such work. **CONSULTANT** may disapprove or reject work failing to conform to the contract documents.

2.1.3. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit,

but only for conformance with the design concept of the project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.

The **CONSULTANT** shall review Contractor's weekly payrolls and prepare and maintain necessary records of construction progress.

2.1.4. The **CONSULTANT** shall require the Contractor to take acceptance tests as necessary to meet the requirements of the Federal Aviation Administration, in the field and the laboratory, as required, in proper time and in sufficient number to assure construction in accordance with the plans and specifications. Copies of all test reports will be furnished to the **CITY** and the FAA.

2.1.5. Issue all instructions of **CITY** to Contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders or supplemental agreements as required. After acceptance of any modifications, copies of the change order or supplemental agreement will be submitted to the **CITY** and the FAA for approval and signature before proceeding with the work. **CONSULTANT** shall have authority, as **CITY** 's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there-under and shall make recommendations on all claims of **CITY** and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but **CONSULTANT** shall not be liable for the results of any such interpretations or recommendations rendered by him in good faith and in conformance with good engineering practices. **CITY** shall make decisions based on information and recommendations of the **CONSULTANT**.

2.1.6. The **ENGINEER** will furnish the **CITY** and the FAA a weekly construction progress and inspection report.

2.1.7. Based on **CONSULTANT** 's on-site observations as an experienced and qualified design professional, the **CONSULTANT** shall prepare and review periodic pay estimates for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing, payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to **CITY**, based on such observation and review, that the work has progressed to the point indicated, that, to the best of **CONSULTANT** 's knowledge, information and belief; such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment **CONSULTANT** will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by **CONSULTANT** to check the acceptability or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that **CONSULTANT** has made an examination to ascertain how or to what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **CITY** free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work in accordance with the contract documents. Periodic pay estimates shall be submitted regularly to FAA or state for their respective participation payments. The **CONSULTANT** will assist in preparation of FAA and/or state payment requests.

2.1.8. Monitor compliance with the applicable federal regulations governing grant procurement,

including those dealing with pollution, fair labor standards, equal employment opportunity and minority business hiring.

2.1.9. When the project has been completed and is ready for final acceptance, the **CONSULTANT** shall arrange for a final inspection of the finished work by the FAA, the **CITY**, the Contractor and the **CONSULTANT** to determine if the project has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that **CONSULTANT** may recommend, in writing, final payment to each Contractor and may give written notice to **CITY** and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 2.1.7.

2.1.10. **CONSULTANT** shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees and/or any other persons (except **CONSULTANT**'s own employees and/or agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 2.1.1. through 2.1.10, inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties undertaken by him in the contract documents.

Paragraph 2.2 Close-out Phase

Omit the words "Using data provided by **CITY** in its construction observation role,"

Exhibit B

PAYMENTS TO CONSULTANT.

For Special Services.

Replace the paragraph and sub paragraphs with the following:

For Special Services. **CITY** shall pay **CONSULTANT** for special services rendered under Section 2 of the project scope on the basis of payroll costs times a factor of 2.89 for services rendered by principals and employees assigned to this project. **CITY** shall pay **CONSULTANT** the actual costs of all reimbursable expenses and subcontract costs incurred. In addition to the above costs, **CITY** shall pay **CONSULTANT** a total fixed fee of \$3,050 for all items

1. Amounts of payment

A not to exceed fee for special services broken out as follows:

Salaries and Other Expenses	\$20,300.00
Fixed Fee	3,050.00
Closeout Documentation	<u>3,650.00</u>
Total Special Services	\$ 27,000.00

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of \$27,000 shall not be exceeded without prior approval of the **CITY**.

2. Times of payment

CONSULTANT shall submit monthly statements for salaries and other expenses and for reimbursable expenses incurred. The fixed fee shall be due and payable when the final invoice is submitted. The record drawings and final construction report shall be submitted to the **CITY** and FAA not more than 90 calendar days from the final acceptance of all construction on the project.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19th day of August, 2014.

CITY:
CITY OF LAWRENCE, KANSAS

Attest:

By: _____ By: _____

ENGINEER:
AIRPORT DEVELOPMENT GROUP, INC.

Attest:

By: 

By: 