

ADDENDUM NO. ONE TO
AGREEMENT BETWEEN CITY AND CONSULTANT
FOR PROFESSIONAL SERVICES

This is an addendum made by and between the City of Lawrence, Kansas (**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 professional services, and

WHEREAS, parties hereto do now desire to amend certain provisions of said agreement dated the 13th day of March, 2017, 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 to account for the addition of 50 calendar days of engineering services during construction as follows:

ENGINEERING SERVICES AGREEMENT

Replace the words:

“1. Maximum Total Fee and Expense: The City agrees to pay the Consultant a not to exceed fee of \$191,575. This fee is based on the scope of services outlined in Exhibit A of this Agreement and shall be completed on or before December 31, 2017. Payment to Consultant shall not exceed the amounts in each phase as detailed in Exhibit B.”

With the words:

“1. Maximum Total Fee and Expense: The City agrees to pay the Consultant a not to exceed fee of **\$211,575**. This fee is based on the scope of services outlined in Exhibit A of this Agreement and shall be completed on or before December 31, 2017. Payment to Consultant shall not exceed the amounts in each phase as detailed in **revised** Exhibit B.”

Exhibit “B”

Replace the words:

PAYMENTS TO **CONSULTANT**.

“Methods of payment for services and expenses of **CONSULTANT**.

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 \$7,000 for all items

1. Amounts of payment

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

Salaries and Other Expenses	\$ 50,800
Subconsultants (survey & testing)	\$ 21,500
Fixed Fee	\$ 7,000
Total Special Services	\$ 79,300

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of \$79,300 shall not be exceeded without prior approval of the **CITY**."

With the words:

PAYMENTS TO **CONSULTANT**.

"Methods of payment for services and expenses of **CONSULTANT**.

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 **\$9,400.00** for all items

1. Amounts of payment

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

Salaries and Other Expenses	\$ 68,400
Subconsultants (survey & testing)	\$ 21,500
Fixed Fee	\$ 9,400
Total Special Services	\$ 99,300

The above costs are estimates only. They have been used to determine the grand total special service costs. This grand total amount of **\$99,300.00** shall not be exceeded without prior approval of the **CITY**."

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of, _____, 2017.

CITY:
City of Lawrence, Kansas

By: _____

Attest: _____

CONSULTANT:

Airport Development Group, Inc.

By: _____

Attest: _____