

**AMENDMENT NO. 3  
To  
AGREEMENT FOR  
PROFESSIONAL ARCHITECTURAL DESIGN SERVICES  
For**

**“RENOVATION OF HISTORIC TRUMAN COURTHOUSE, PROJECT NO. 3147”**

This Agreement Amendment is made by and between **Piper-Wind Architects, Inc.**, hereinafter called “Architect” or “Consultant”, and the **County of Jackson, Missouri**, hereinafter called “County”, this first day of April 2014.

Whereas, it is the mutual desire of the parties hereto to amend the original Agreement, entered into on the 31<sup>st</sup> day of January, 2012 hereinafter called the “Existing Agreement”.

Therefore, it is hereby agreed that the Existing Agreement be amended as follows:

**ARTICLE I – PAYMENT FOR FINAL BILLING:**

The following items as described herein and summarized on attached Exhibit A, Final Billing dated October 9, 2014, are for services that were provided by the Architect:

- Time related to Contractor’s delay in completing the work, requiring ongoing review, discussion and coordination of all outstanding issues,
- Billing concession is for County requested changes,
- Billed time is for Contractor-driven time only, beyond contract period through billing period.

**ARTICLE II – PERIOD OF SERVICE:**

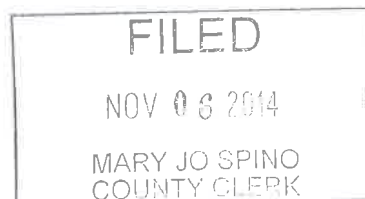
The Period of Service for both the Existing Agreement and this Amendment No. 3 shall be through completion and agreement of Architect and County. All other services and deliverables shall remain as stated in the Existing Agreement.

**ARTICLE III – PAYMENTS TO ARCHITECT:**

The payment provision shall be revised as described below:

Change the Existing Agreement, Article XIII “Payments to the Architect” from Not-To-Exceed to Lump Sum fee.

COUNTY will pay a Lump Sum fee of **\$37,337.88** as compensation for services, as described in final invoice 18-21, as set forth in the attached Architect’s invoice (Exhibit A), dated October 9, 2014. All payments to the Architect for these services shall be made in conformance to the payment terms in the Existing Agreement.




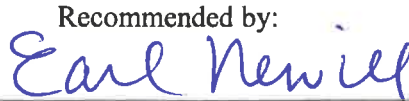
**ARTICLE IV – ATTACHMENTS:**

Exhibit A – Final Billing Invoice dated October 9, 2014;

This amendment will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement. Except as modified above, the Existing Agreement will remain in full force and effect.

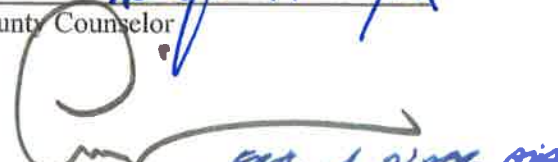
IN WITNESS WHEREOF, Jackson County, Missouri, has caused these presents to be executed in its behalf by its duly authorized agent; and the Architect has hereunto set its hand and seal.


Approved by:   
Michael D. Sanders  
County Executive

Recommended by:   
Earl Newill  
Acting Director of Public Works

Approved to form this 4th day of November, 2014

  
County Counselor

By:   
Architect

ATTEST:  
  
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$37,339.00 which is hereby authorized.

 Date  
 Finance Director

Account Code 001 - 5101 - 58020 see R 18638 dated October 20, 2014

51012014052

**PIPER-WIND ARCHITECTS, Inc.**

**Exhibit A**

**Final Billing Statement**

Architecture, Planning, and Design

Statement Date: 10/9/14

2121 Central Street, Suite 143

Kansas City, Missouri 64108

phone (816) 474 1050

fax (816) 474 1051

e-mail [eric.piper@piper-wind.com](mailto:eric.piper@piper-wind.com)

**Res. 18638**

Tax Identification 43-1750147

**Bill To** Mr. Roger G. Seidelman, Construction Chief  
Jackson County Department of Public Works  
303 West Walnut Street  
Independence, MO 64050

Date 1-Oct-14  
Invoice Numbers 10-21 (Add services #1-#4)  
Project Reference **Additional Services**  
**Extended Project Close Out**  
Project Number 11.3011  
Terms Net 30 Days

**Description of Services:**

Architectural Additional Services from December 1, 2013 through June 30, 2014.  
This invoice includes time related to Contractor's delay in completing the work, requiring ongoing review, discussion and coordination of all outstanding issues. Billing concession is for County requested changes. Billed time is for Contractor-driven time only, beyond contract period, through billings period.

|                              | Hours        | Rates     | Amount              |
|------------------------------|--------------|-----------|---------------------|
| Eric J. Piper                | 72.5         | \$ 160.00 | \$ 11,600.00        |
| Project Manager              | 237          | \$ 125.00 | \$ 29,625.00        |
| Job Captain                  | 20.5         | \$ 115.00 | \$ 2,357.50         |
| Project Architect I          |              | \$ 95.00  | \$                  |
| <b>Labor Expended</b>        | <b>330</b>   |           | <b>\$ 43,582.50</b> |
| <b>Billing Concession</b>    |              |           |                     |
| Eric J. Piper                | 11.25        | \$ 160.00 | \$ 1,800.00         |
| Project Manager              | 32.5         | \$ 125.00 | \$ 4,062.50         |
| Job Captain                  | 14           | \$ 115.00 | \$ 1,610.00         |
| <b>Labor Discounted:</b>     | <b>57.75</b> |           | <b>\$ 7,472.50</b>  |
| <b>Total Labor Invoiced:</b> |              |           | <b>\$ 36,110.00</b> |

**REIMBURSABLE EXPENSE:**

|                                    |                    |
|------------------------------------|--------------------|
| Long Distance                      | \$ 78.45           |
| Courier                            | \$ 6.80            |
| Prints / Copies                    | \$ 522.73          |
| Local Mileage/parking              | \$ 561.43          |
| <b>Total Reimbursable Expense:</b> | <b>\$ 1,169.41</b> |

**Handling Fee (5% of the Total Reimbursable Expenses)** \$ 58.47

**TOTAL:** \$ 37,337.88

**TOTAL DUE:** \$ 37,337.88

PIPER-WIND ARCHITECTS, INC.

2121 Central Street, Suite 143

Kansas City, MO 64108

11.3811 Truman Courthouse.xlsx 10/9/2014