

**AMENDMENT NO. 5**  
**TO DEVELOPMENT AGREEMENT FOR SERVICES BETWEEN CITY OF KANSAS**  
**CITY, MISSOURI, THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY**  
**OF KANSAS CITY, AND BEACON HILL DEVELOPERS, LC**

THIS AMENDMENT is made as of August 7, 2018, to the Development Agreement dated October 17, 2006 and is first amended on April 23, 2012, Ordinance 120198, original contract No. 070647.

Between the Owner: City of Kansas City, Missouri (City)  
Attention: Mr. John A. Wood  
Assistant City Manager  
414 E. 12<sup>th</sup> Street  
Kansas City, MO 64106

And

Land Clearance for Redevelopment Authority of Kansas City, Missouri  
(LCRA)  
Attention: Mr. Greg Flisram  
Executive Director  
1100 Walnut Suite 1700  
Kansas City, MO 64106

And Developer: Beacon Hill Developers, LC  
Attention: Mr. Daniel F. Musser  
c/o Newmark Grubb Zimmer  
1220 Washington Street, Suite 300  
Kansas City, MO 64105

The Project: Beacon Hill - Replatting of Existing Property at 25<sup>th</sup> Street and Tracy Avenue.

The contract is amended as follows: To add for replat of the former "community center site" from 6 parcels into 3 lots, as summarized in the attached summary of cost totaling \$9,634.00.

Except as modified by this Amendment No. 5, the provisions of the Contract remain in full force and effect.

Beacon Hill Developers, LC will invoice the LCRA for reimbursement upon completion.

Executed in duplicate parts as of the date first written above.

Beacon Hill Developers, LC  
August 7, 2018

Beacon Hill  
Amendment 5

**OWNER**

LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY (LCRA)

By: \_\_\_\_\_

Printed: Greg Flisram, Executive Director

Date: \_\_\_\_\_

**DEVELOPER**

BEACON HILL DEVELOPERS, LC

By: \_\_\_\_\_

Printed: Daniel F. Musser

Date: \_\_\_\_\_

**CITY**

CITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_

Printed: John A. Wood, Assistant City Manager

Date: 8/13/2018



**Taliaferro & Browne, Inc.**  
Civil / Structural Engineers – Land Surveyors

1020 East 8<sup>th</sup> Street  
Kansas City, MO 64106  
816.283.3456  
fax 816.283.0810

Date: August 6, 2018

Dan Musser  
Newmark Grubb Zimmer  
1220 Washington Street, Suite 300  
Kansas City, MO 64105

RE: 25<sup>th</sup> & Tracy  
Kansas City, MO  
Minor Subdivision / Lot Consolidation Proposal  
T&B Project #2018-062

Dear Mr. Musser,

Taliaferro & Browne, Inc. (the Consultant) proposes to render professional land surveying services in connection with the 25<sup>th</sup> and Tracy project, (hereinafter called the "Project". Newmark Grubb Zimmer (the Client), is expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and to make available all pertinent existing data.

Our basic services will include preparation of Minor Subdivision Plat and obtaining informational title reports for the property locate generally along the East side of Tracy Avenue and on the North side of 25<sup>th</sup> Street, in Kansas City, Missouri.

For the above noted basic services, Taliaferro & Browne, (the Consultant), anticipates a lump sum fee of:

Minor Subdivision Plat	\$7,534.00
Informational Title Reports (6 parcels @ \$350.00 each)	<u>\$2,100.00</u>
Total	\$9,634.00

Attached are Understandings and Assumptions upon which the proposals are based.

Additional Services, not specifically included in the scope of services, will be charged on the basis of Schedule A, which is attached. Reimbursable Expenses incurred in connection with all Basic and Additional Services will be charged on the basis of actual cost, also shown on Schedule A.

The Consultant will invoice you monthly for services and Reimbursable Expenses. The above financial arrangements are on the basis of prompt payment of our Invoices and the orderly and continuous progress of the Project through approval by the City. We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our initial submittal to the City within 30 days.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Services are to be rendered as set forth in the printed Terms and Conditions and the Understandings and Assumptions, which are attached to and made a part of this proposal.

This letter proposal, the Terms and Conditions, the Understandings and Assumptions, and Schedule "A" outlining hourly cost, represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until December 31, 2018, unless changed by us in writing.



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Very truly yours,  
TALIAFERRO & BROWNE, INC.

Ricky E. Gard  
Survey Manager

Leonard Graham, P.E.  
President

Client Acceptance

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Newmark Grubb Zimmer

By \_\_\_\_\_

**Attachments:**

Terms & Conditions  
Land Surveying Understandings and Assumptions  
Schedule A



**Taliaferro & Browne, Inc.**  
Civil / Structural Engineers – Land Surveyors

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### Terms and Conditions

**Performance of Services:** The Consultant shall perform the services outlined on the attached Letter Agreement in consideration of the stated fee and payment terms.

**Additional Services:** For additional services not included above, the Consultant shall be compensated on an hourly basis in accordance with the consultants on attached hourly rate Schedule "A". Prior approval shall be given in writing by the Client for any additional services.

**Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

**Billing/Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 45 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant.

**Ownership of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without the prior written consent of the Consultant.

**Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of the Agreement shall be submitted to non-binding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subcontracts, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

**Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.



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**T&B No. 2018-062**

**Proposal for Land Surveying Services**

**Understandings and Assumptions**

**25<sup>th</sup> and Tracy Ave., Kansas City, MO**

**August 6, 2018**

1. Taliaferro & Browne, Inc. (T&B) understands that they will prepare drawings and exhibit associated with obtaining City approval for a Minor Subdivision Plat for property located along Tracy Avenue, at the northeast corner of 25<sup>th</sup> Street, in Kansas City Missouri.
2. T&B will notify Missouri One Call System and request marking of all utilities in the field and will locate marked utilities and incorporate information from public sewer, water and gas plans on the minor subdivision plat.
3. Survey will be in U.S. survey feet.
4. Vertical datum if any will be NAVD 88 based on existing Kansas City, Missouri bench marks.
5. T&B will show all easements disclosed by a current title report supplied by the Client.
6. T&B will process all field data and create an AutoCAD drawing at an appropriate scale.
7. Horizontal control will be based on Missouri Central Zone, NAD 83, State Plane Coordinates.
8. T&B understands that a right-of-entry will be secured by the client prior to the expected date of field surveys.
9. T&B will find or set all exterior boundary property corners and any interior property corners according to the current Missouri Minimum Standards for Property Boundary Surveys.
10. T&B will obtain informational title reports for the six parcels included in the limits of the minor subdivision plat.

**Exhibit "A" - 25th & Tracy**

While the City of Kansas City, Missouri makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. In no event shall the City of Kansas City, MO, be liable in any way to the users of this data. Users of this data shall hold the City of Kansas City, MO harmless in all matters and accounts arising from the use and/or accuracy of this data. © 2018 City of Kansas City, Missouri.

0 40 80 Feet

Printed Date: 4/23/2018



**2018 BILLING RATES****TALIAFERRO & BROWNE, INC.  
HOURLY RATES  
SCHEDULE "A"**

	<b>CLASSIFICATION</b>	<b>HOURLY RATE REGULAR TIME</b>
I.	ENGINEERING/CADD TECHNICIAN I	\$71.00
	ENGINEERING/CADD TECHNICIAN II	\$76.00
	ENGINEERING/CADD TECHNICIAN III	\$83.00
	ENGINEERING/CADD TECHNICIAN IV	\$100.00
	ENGINEERING/CADD TECHNICIAN V	\$103.00
	ENGINEERING/CADD TECHNICIAN VI	\$111.00
	ENGINEERING/CADD TECHNICIAN VII	\$142.00
	ENGINEERING/CADD TECHNICIAN VIII	\$160.00
	ENGINEERING/CADD TECHNICIAN IX	\$180.00
II.	ENGINEER/ARCHITECT I	\$90.00
	ENGINEER/ARCHITECT II	\$95.00
	ENGINEER/ARCHITECT III	\$110.00
	ENGINEER/ARCHITECT IV	\$113.00
	ENGINEER/ARCHITECT IV	\$115.00
	ENGINEER/ARCHITECT V	\$125.00
	ENGINEER/ARCHITECT VI	\$133.00
	ENGINEER/ARCHITECT VII	\$145.00
	ENGINEER/ARCHITECT VII	\$147.00
	ENGINEER/ARCHITECT VIII	\$156.00
	ENGINEER/ARCHITECT IX	\$185.00
	ENGINEER/ARCHITECT X	\$190.00
III.	PROFESSIONAL LAND SURVEYOR I	\$97.00
	PROFESSIONAL LAND SURVEYOR II	\$100.00
	PROFESSIONAL LAND SURVEYOR III	\$113.00
	PROFESSIONAL LAND SURVEYOR IV	\$144.00
IV.	SURVEY PARTY, TWO MEMBER	\$180.00
	SURVEY PARTY, THREE MEMBER	\$232.00
	SURVEY PARTY, FOUR MEMBER	\$282.00
V.	SITE REPRESENTATIVE I	\$74.00
	SITE REPRESENTATIVE II	\$80.00
	SITE REPRESENTATIVE III	\$90.00
	SITE REPRESENTATIVE IV	\$97.00
	SITE REPRESENTATIVE V	\$102.00
VI.	ADMINISTRATIVE ASSISTANT I	\$73.00
	ADMINISTRATIVE ASSISTANT II	\$86.00
	ADMINISTRATIVE ASSISTANT III	



VII.	ACCOUNTANT I	\$80.00
	ACCOUNTANT II	\$100.00
VIII.	PRINCIPAL	\$242.00
IX.	SPECIAL CONSULTANTS	AT COST + 10%

**TALIAFERRO & BROWNE, INC.**  
**HOURLY RATES**  
**SCHEDULE "A" CONTINUED**

<u>MISCELLANEOUS CHARGES</u>	<u>COST</u>
<b>A. SUBSISTENCE (APPLICABLE TO ASSIGNMENTS REQUIRING OVERNIGHT ACCOMMODATIONS) FOOD, LODGING, AND ANCILLARY EXPENSES</b>	<b>AT COST</b>
<b>B. TRANSPORTATION COMPANY VEHICLES, PASSENGER AUTOMOBILES SURVEY TRUCK RENTAL CARS AND GASOLINE COMMERCIAL TRANSPORTATION</b>	<b>CURRENT GSA RATES CURRENT GSA RATES AT COST AT COST</b>
<b>C. MATERIALS ALL MATERIALS, OTHER THAN NORMAL OFFICE SUPPLIES AND WOOD SURVEY STAKES, WHICH ARE USED IN CONNECTION WITH THE RENDER- ING OF SERVICES</b>	<b>AT COST</b>
<b>D. EQUIPMENT RENTAL AND COMPUTER USAGE CHARGES</b>	<b>COMMERCIAL RATES</b>
<b>E. PRINTING, REPRODUCTIONS (INCLUDING "XEROX" COPIES) AND PHOTOGRAPHIC WORK CHARGES</b>	<b>COMMERCIAL RATES</b>
<b>F. ENVIRONMENTAL AND CHEMICAL LABORATORY LABORATORY WORK CHARGES</b>	<b>COMMERCIAL RATES</b>

**OVERTIME RATES ARE APPLICABLE TO TIME IN EXCESS OF FORTY  
HOURS PER WEEK, INCLUDING TRAVEL TIME TO AND FROM THE OFFICE.**

**THIS SCHEDULE REFLECTS HOURLY RATES FOR REGULAR TIME ONLY.  
A MULTIPLIER OF 1.5 WILL BE APPLIED TO PERSONNEL UNDER  
CLASSIFICATIONS I, III, IV, V, VI AND VII FOR APPROPRIATE OVERTIME WORK.**