

ADDENDUM NO. 1

(161161)

To

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR

**135<sup>th</sup> STREET IMPROVEMENTS**  
**FROM M-150 TO HOLMES ROAD**

Between

**TAPANAM ASSOCIATES, INC.**

And

JACKSON COUNTY, MISSOURI

This Agreement Addendum is made by and between **TapanAm Associates, Inc.**, hereinafter called ENGINEER and the County of Jackson, Missouri, hereinafter called County, this 1 day of November 2011.

Whereas, it is the mutual desire of the parties hereto to amend the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES, for **135<sup>th</sup> Street Improvements from M-150 to Holmes Road** entered into on the 27<sup>th</sup> day of December, 2007, hereinafter called the Existing Agreement.

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

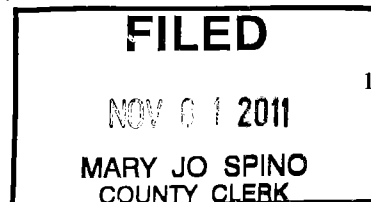
**ARTICLE I – ADDITIONAL SERVICES:**

The following items as described herein and summarized on attached Exhibits A, dated September 9, 2011, are additional services to be provided by the ENGINEER:

1. Phase 450 Right-of-Way Negotiations, Appraisals and Acquisitions.
2. Phase 500 Final Design
3. Incorporate design changes to include approximately 55 on-street parallel parking approximately between Wornall Road and Cherry Street on 135<sup>th</sup> Street.

**ARTICLE II – PERIOD OF SERVICE:**

The Period of Service shall be **120** working days after the date of approval of this Addendum No. 1. Final Plans will be completed within 120 working days after review and approval by the County of the Phase 400 Right-of-Way Plan. All other services and deliverables shall remain as stated in the original Agreement and all other Addendums.



**ARTICLE III – PAYMENTS TO ENGINEER:**

The payment provision shall be revised as described below:

COUNTY will pay a not-to-exceed fee of *Two hundred fifty-six thousand, four hundred seventy-five dollars and seventy-three cents (\$256,475.73)*, as compensation for Required Additional Services, including expenses, as set forth in the attached ENGINEER's Revised Proposal Exhibits A. All payments to ENGINEER for these Additional Services shall be made in conformance to the payment terms in the Original Agreement.

**ARTICLE IV – ATTACHMENTS:**

Exhibit A - Summary of Engineering Services for Additional Work,

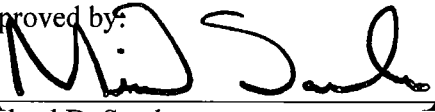
Attachment A - Schedule of Current Hourly Professional Billing Rates (2011-2012).

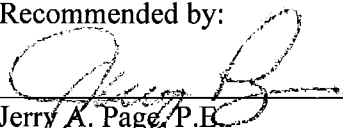
Attachment B – Engineers Fee Proposal, including cost estimates.

Attachment C – Sub-consultant Agreement from TREKK Design Group, LLC

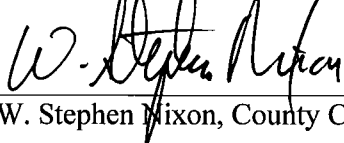
This addendum will be deemed a part of, and be subject to, all terms and conditions of the Existing Agreement as well as all other Addendums. Except as modified above, the Existing Agreement and all other Addendums will remain in full force and effect.

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

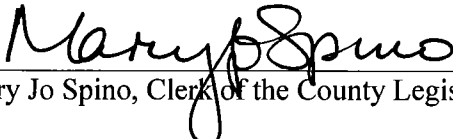
Approved by:   
Michael D. Sanders  
County Executive

Recommended by:   
Jerry A. Page, P.E.  
Director of Public Works

Approved to form this 1 day of November, 2011

BY:   
W. Stephen Nixon, County Counselor

**ATTEST:**

  
Mary Jo Spino, Clerk of the County Legislature

**ENGINEER / CONSULTANT:**

By:   
Warren N. Keith, P.E.  
Director of Civil Engineering  
TapanAm Associates, Inc.

**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 \$256,475.73 which is hereby authorized.

November 1, 2011   
Date Troy Thomas, Director of Finance

Account Code 400 - 1540 - 58070 19402011003

Tax ID # \_\_\_\_\_

ADDENDUM NO. 1

EXHIBIT A

September 15, 2011

Mr. Chris Jenkins – Project Manager  
Jackson County Public Works  
Engineering Division  
303 W. Walnut  
Independence, MO 64050

**Subject: ADDENDUM NO. 1**  
**Jackson County**  
**135<sup>th</sup> Street Improvements – From Missouri Highway 150 to Holmes Road**  
**Kansas City, Jackson County, Missouri**  
**County Project No. 3084**  
**Engineering Design Services**

Dear Mr. Jenkins:

TapanAm Associates, Inc. (TAI) is pleased to present to Jackson County Public Works (JCPW) a fee proposal for Engineering Services for the 135<sup>th</sup> Street Improvements Project (Project) in Jackson County, Missouri, as part of the Jackson County – Kansas City County Urban Road System (CURS) Program.

**Project Overview:**

TAI is currently working under an existing contract with JCPW to provide Engineering Design Services for the Project. The existing contract includes phases for Programming, Concept Study and Report, Preliminary Design Plans, and Right-of-Way Plans.

Addendum No. 1 includes Final Design Plans and adds the new phase of Right-Of-Way Negotiations, Appraisals, and Acquisitions. Addendum No. 1 also revises the rates for hourly labor and reimbursable expenses for the included phases and tasks to 2011 current rates. Addendum No. 1 includes a revised Project Schedule that includes the additional phase.

All other provisions of the original, existing contract remain in full force and effect.

**Project Understanding:**

The fee proposal is based on our understanding of the Project as follows:

1. The Project begins at the eastern leg of the intersection of M-150 Highway and 135<sup>th</sup> Street (but not entering into the through lanes of M-150) and proceeds eastward along the 135<sup>th</sup> Street corridor, an approximate distance of 5,025 feet, to the western leg of the intersection of 135<sup>th</sup> Street and Holmes Road (but not entering into the through lanes of Holmes Road).

2. The Project begins at the eastern leg of the intersection of M-150 Highway and 135<sup>th</sup> Street (but not entering into the through lanes of M-150) and proceeds eastward along the 135<sup>th</sup> Street corridor, an approximate distance of 5,025 feet, to the western leg of the intersection of 135<sup>th</sup> Street and Holmes Road (but not entering into the through lanes of Holmes Road).
3. The project includes approximately 55 on-street parallel parking spaces between approximate roadway stations 29+00 and 45+00. The parking spaces will be located on both the north and south sides of 135<sup>th</sup> Street, where possible, and will be designed to comply with the Kansas City, Missouri standards.
4. Provide complete design plans showing a base bid for constructing the standard (normal) roadway, and include add alternate bids for enhancement items such as landscaping, streetscaping, decorative streetlights, decorative seating areas, railroad crossing enhancements, etc.
5. Provide Right-of-Way plans, tract maps, & legal descriptions of each parcel affected by the construction. Each will be sealed by a Registered Professional Surveyor in the State of Missouri.
6. The Martin City Community Improvement District (MC-CID) wants the planned improvements along the 135<sup>th</sup> Street Corridor. The property owners in the area have, in the past, committed to donating the Right-of-Way and all necessary easements required for the project, and the MC-CID Board of Directors have made the same commitment. The MC-CID Board of Directors will assist in any way possible, including contacting property owners, to ensure that the cost of acquisition is minimal. There are approximately 60 parcels of land in the project corridor.
7. If eminent domain / condemnation are required as a part of the right-of-way acquisition and negotiation process, then the City of Kansas City, Missouri will do those acquisitions. TapanAm Associates will coordinate those activities with the City of Kansas City, Missouri.

#### **Scope Of Services**

The project is comprised of the Phases and Tasks described as follows:

#### **PHASE 450 – RIGHT-OF-WAY NEGOTIATIONS, APPRAISALS and ACQUISITIONS**

##### **Task 451 – Notice and Donation Letters and Receipt Confirmation (45 Properties)**

1. Prepare mailing list for all owners of properties requiring additional right-of-way, permanent drainage easements (PDE), and/or temporary construction easements (TCE).
2. Prepare “Notice of Intended Acquisition” letters for all affected properties per the Jackson County Public Works requirements.
3. Prepare “Donation Request” letters for all affected properties.
4. Send “Notice” and “Donation” letters by first class mail with return receipt confirmation card.

**Task 452 – First Meeting with Property Owners (45 Properties).** Meetings in this Task will include a representative from the Jackson County Public Works Department.

1. Arrange a meeting time and location with owners of all affected properties.
2. Bring “Conveyance Documents” and an extra copy “Donation” letter to each meeting.
3. Answer property owner’s questions regarding the right-of-way, PDE, or TCE and the Jackson County Public Works acquisition process.
4. Ask for property owner’s signature on the “Donation Request” and the “Conveyance Documents”.
5. Prepare a “Negotiator’s Report” after completion of each meeting.

Mr. Chris Jenkins – Project Manager  
Jackson County Public Works  
135<sup>th</sup> Street Improvements – Addendum No. 1  
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**Task 453a – Offer of Compensation and Estimate Letters (for 22 estimated properties not acquired by donation). Meetings in this Task will include a representative from the Jackson County Public Works Department.**

1. Working with a certified appraiser or real estate agent (Sub), develop “per square foot” values for the different zoning and property types in the area. **This Sub expense will be a Pass-Through expense.**
2. Based upon “per square foot” values, prepare a “Payment Estimate” and an “Offer of Compensation” for each property not acquired by donation.

**Task 453b – Full Certified Property Appraisal (for 5 estimated properties where acquisition values are \$10,000 or greater). Meetings in this Task will include a representative from the Jackson County Public Works Department.**

1. A certified appraiser (Sub) will prepare a full property appraisal for each property where the combined right-of-way and easement values are \$10,000 or greater. **This Sub expense will be a Pass-Through expense.** The following companies may be used for the certified appraisals:

Adamson & Associates, Inc. 5225 W. 75th St., Suite 200 Prairie Village, KS 66208 Contact: Kathy Phone: 913-722-5432	Moser & Associates, Inc. 8410 Sagamore Road Leawood, KS 66206 Contact: John Moser Phone: 913-642-0048
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2. The “Full Certified Property Appraisal” will be used in place of the “Payment Estimate” in Task 454 if appropriate (Sub).

**Task 454 – Second Meeting with Owners (for 22 estimated properties not acquired by donation). Meetings in this Task will include a representative from the Jackson County Public Works Department.**

1. Arrange a meeting time and location with property owners.
2. Bring the “Payment Estimate”, the “Offer of Compensation”, and the “Conveyance Documents” to each meeting.
3. Answer property owner’s questions regarding the “Payment Estimate” or the Jackson County Public Works acquisition process.
4. Ask for property owner’s signature on the “Offer of Compensation” and the “Conveyance Documents”.
5. Prepare a “Negotiator’s Report” after completion of each meeting.

**Task 455 – Negotiate a Payment Amount (for 11 estimated properties not acquired by first offer). Meetings in this Task will include a representative from the Jackson County Public Works Department.**

1. Arrange and attend meeting(s) with property owner for negotiation purposes.
2. Answer property owner’s questions regarding the negotiation process.
3. Negotiate a payment amount that is agreeable with the property owner and the Jackson County Public Works.
4. Prepare a “Negotiator’s Report” after completion of each meeting.
5. If, for any property, negotiations fail to arrive at a payment amount that is agreeable with the property owner and the Jackson County Public Works, then copies of the documents related to the property will be turned over to the City of Kansas City, Missouri for their use in condemnation procedures.

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**Task 456 – Get Signatures on Revised Documents (for 11 estimated properties not acquired by donation). Meetings in this Task will include a representative from the Jackson County Public Works Department.**

1. Revise the “Offer of Compensation” for the agreeable payment amount.
2. Arrange a meeting time and location with property owners.
3. Bring the revised “Offer of Compensation” and the “Conveyance Documents” to each meeting.
4. Answer property owner’s questions regarding the “Offer of Compensation” or the Jackson County Public Works acquisition process.
5. Ask for property owner’s signature on the revised “Offer of Compensation” and the “Conveyance Documents”.
6. Prepare a “Negotiator’s Report” after completion of each meeting.

**Task 457 – Execute Conveyance Documents and Check Requests (45 Properties). Meetings in this Task will include a representative from the Jackson County Public Works Department.**

1. Obtain the necessary signatures from Jackson County Public Works for execution of the Conveyance Documents.
2. Surveyor (Sub-Consultant) will deliver the executed Conveyance Documents to Jackson County Recorder of Deeds and pay the filing fees for up to 60 parcels.
3. Prepare check requests for payment of property owners and deliver check requests to Jackson County Public Works.
4. Check request will include the Name and Address of the property owners. (Jackson County Public Works will mail the checks directly to the property owner.)

**Task 458 – Surveying (by Sub-Consultant TREKK Design Group, LLC., See Attachment C)**

1. Perform additional field pick-up work (Field Surveying).
2. Deliver the executed Conveyance Documents to Jackson County Recorder of Deeds and pay the filing fees for up to 60 parcels.

## **PHASE 500 – FINAL DESIGN**

### **Task 501 – Final Plans**

1. Incorporate the review comments in final plans.
2. Complete Roadway Plans including on-street parking.
3. Complete Roadway Drainage Plans and Details.
4. Complete Offsite Drainage Plans and Details.
5. Complete Utility Adjustment Plans and Details.
6. Send the third Utility Relocation Notice and meet with the affected utilities to coordinate the location and schedule for utility relocations.
7. Complete Traffic Signal Plans and Details.
8. Complete Standard Roadway Lighting Plans and Details per KCMO specifications (special decorative lighting not included).
9. Complete Signing Plans and Details.
10. Complete Pavement Marking Plans.
11. Complete Railroad Crossing Amenities as bid alternate.
12. Complete Erosion Control Plans and Details.
13. Complete Traffic Control Plans and Details.

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Jackson County Public Works  
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14. Finalize Cross Sections by adding elevations, earthwork data, and other labels.
15. Complete Quantity Calculations.
16. Complete Summary of Quantities.

**Task 502 – Final Specifications**

1. Finalize the Project General Conditions; State Wage Rates; Jackson County Public Works, Kansas City Public Works and Water Services Departments, and KC Metro Chapter of APWA Technical Specifications; Special Conditions; Appendix Items; and attachments.
2. Prepare Itemized Bid Form.

**Task 503 – Final Construction Cost Estimate**

1. Prepare Final Cost Estimate.

**Task 504 – Final Submittal**

1. Submit final package of Final Design Plans for review.
2. Attend Final Plan Review Meeting with JCPW, KCMO, and Railroad Representative.
3. Attend up to two (2) staff meetings with JCPW and KCMO to coordinate any agreements and resolve any remaining issues.
4. Incorporate Final Plan Review Meeting comments and prepare Final Design Plans.

**Task 505 – Public Involvement**

1. Prepare and Distribute Project Newsletter.
2. Advertise Second Public Involvement Meeting.
3. Attend Second Public Involvement Meeting.

**Task 506 – Vacuum Excavation (Optional) (by TREKK Design Group, LLC., See Attachment C)**

1. Coordinate locations of Vacuum Excavation Utility Potholes with TAI & JCPW.
2. Perform Vacuum Excavation at agreed locations (up to 7.5 hours).
3. Provide documentation of items discovered in the form of text, photographs, and/or measurements.
4. Repair areas disturbed by Vacuum Excavation in accordance with KCMO & Utility Owner requirements.

**Additional Services:**

Civil, Electrical and Structural Engineering Additional Services are available on an hourly basis for bidding and construction administration services, engineering design services during construction due to unforeseen or changed conditions, or full time construction inspection services (see Attachment A – Hourly Labor Rates).

**Design Drawings:**

Drawings will be prepared following Jackson County standards and will be B-Size (11" x 17"). Half-size blackline drawings will be submitted to the County to obtain the necessary approvals. Electronic files on a CD will be furnished to the County in the latest version of AutoCAD in use by the County, at the completion of the Final Design phase. The final drawings will be sealed and signed by a Registered Professional Engineer in the State of Missouri.



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**Deliverables:**

The deliverables for each phase are summarized as follows:

Phase	Half-Size P (11"x17")	Full-Size Pls (22"x34")	Project Manual	Cost Estimate	Calculations & Criteria
Right-of-Way Negotiations	0	0	0	0	3 CDs
Final Design Plans	9	1	6	2	1 CD
<b>Totals (All Included)</b>	<b>9</b>	<b>1</b>	<b>6</b>	<b>2</b>	<b>4 CDs</b>

\* Copies will be prepared by a printing company.

**Time of Completion:**

Engineering services required by this Scope of Services will be completed with all diligence and continuous progress following receipt of a written authorization to proceed.

Right of Way Appraisals and Negotiations will begin upon approval by the County of the Right-of-Way Plans. Final Plans will be completed within **120 calendar days** after review and approval by the County of the Right-of-Way Plans.

**Basic Engineering Services Fee:**

The fees for the Basic Engineering Services required by the Scope of Services described above will be provided on a Lump Sum basis as summarized below:

Description	Labor	Expenses	Total Fees
TapanAm Associates, Inc. <sup>(1)</sup>	\$ 227,702.00	\$ 1,213.73	\$ 228,915.73
Sub-consultants <sup>(2)</sup>			
TREKK (Surveying & Legal Descriptions)		\$ 7,560.00	\$ 7,560.00
Outside Services (Appraisals)(Pass-Through)		\$ 17,500.00	\$ 17,500.00
<b>Subtotal Basic Services</b>	<b>\$ 227,702.00</b>	<b>\$ 26,273.73</b>	<b>\$ 253,975.73</b>
Optional Services (TREKK -Vacuum Excavation)		\$ 2,500.00	\$ 2,500.00
<b>Totals (Including all services)</b>	<b>\$ 227,702.00</b>	<b>\$ 28,773.73</b>	<b>\$ 256,475.73</b>

**Notes:**

- (1) See Attachment B – Fee Proposal for labor and expenses.
- (2) See Attachment C – Sub-consultant Agreements for sub-consultant proposals and fees.

**Reimbursable Costs (Expenses):**

The fees for Reimbursable Costs (Expenses) required by the Scope of Services described above will be provided on a Lump Sum basis and are included in the above Basic Engineering Services Fee amount, as shown under Expenses. Reimbursable Costs include sub-consultants, printing, reproduction, courier delivery services, and mileage costs for attending meetings at the County's office or KCMO City Hall.

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Jackson County Public Works  
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**Payment:**

TapanAm will issue monthly invoices on or about the last day of each calendar month based on percentage of project completion. All invoices will be sent to the Jackson County Public Works Project Manager for review and approval.

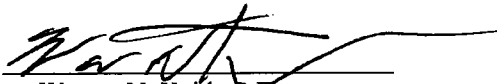
TapanAm is committing a project team of talented and experienced professionals whose guiding principal is quality work performed on time.

Your acceptance in the space provided will constitute an agreement between us as herein stated. Please return one signed copy of this letter to TapanAm Associates, Inc. to my attention.

If you have any questions, please call me at 816-941-6100, ext. 107, or e-mail me at [wkeith@tapanam.com](mailto:wkeith@tapanam.com). We appreciate the opportunity to provide engineering services to Jackson County, and look forward to a successful project.

Sincerely,

TapanAm Associates, Inc.

By:   
Warren N. Keith, P.E.  
Director of Civil Engineering

Date: 09-15-2011

AGREED TO AND ACCEPTED  
Jackson County Public Works

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

Title: \_\_\_\_\_

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

- Encl: Attachment A – Hourly Labor Rates (1 page)  
Attachment B – Fee Proposal (5 pages)  
Attachment C – Sub-consultant Agreement from TREKK Design Group, LLC. (5 pages)

**ADDENDUM NO. 1**  
**Attachment A**

## TapanAm Associates, Inc

*Consulting Engineers - Facility Designers*

<b>HOURLY LABOR RATES</b>	
2011 - 2012	
Employee Expenses	
Description	Hourly Labor Rate <sup>(1)</sup>
Principal	\$139.00
Project Manager	\$126.00
Senior Civil Engineer	\$122.00
Civil Engineer II	\$117.00
Civil Engineer I	\$101.00
Senior Structural Engineer	\$129.00
Structural Engineer II	\$112.00
Structural Engineer I	\$101.00
Senior Mechanical Engineer	\$117.00
Mechanical Engineer II	\$101.00
Mechanical Engineer I	\$80.00
Senior Electrical Engineer	\$105.00
Electrical Engineer II	\$101.00
CAD Technician III	\$72.00
CAD Technician II	\$62.00
Word Processor/Secretary	\$51.00
Construction Inspector	\$80.00

**Notes:**

(1) 2011 - 2012 Hourly Labor Rates are presented here and are updated annually in January of each calendar year.

**Attachment B****135th Street Improvements  
Kansas City, Jackson County, Missouri**

	Basic Services Description	Phase 450	Phase 500	All Tasks
		Right-of-Way Appraisals and Negotiations	Final Design	Total Project
<b>Labor Costs</b>	Principal	\$ 18,070.00	\$ -	\$ 18,070.00
	Project Manager	\$ 5,166.00	\$ 13,734.00	\$ 18,900.00
	Administrative Assistant	\$ 4,641.00	\$ 6,712.00	\$ 10,353.00
	<b>Sub Totals (Admin.)</b>	<b>\$ 27,877.00</b>	<b>\$ 19,446.00</b>	<b>\$ 47,323.00</b>
	Senior Civil Engineer	\$ -	\$ 16,104.00	\$ 16,104.00
	Civil Engineer II	\$ 4,563.00	\$ 18,252.00	\$ 22,815.00
	Civil Engineer I	\$ 9,090.00	\$ 37,168.00	\$ 46,258.00
	Civil CAD Technician III	\$ -	\$ 32,768.00	\$ 32,768.00
	Civil CAD Technician II	\$ -	\$ 32,364.00	\$ 32,364.00
	<b>Sub Totals (Civil)</b>	<b>\$ 13,653.00</b>	<b>\$ 138,656.00</b>	<b>\$ 150,309.00</b>
	Senior Electrical Engineer	\$ -	\$ 6,720.00	\$ 6,720.00
	Electrical Engineer	\$ -	\$ 15,756.00	\$ 15,756.00
	Electrical CAD Technician	\$ -	\$ 6,766.00	\$ 6,766.00
	<b>Sub Totals (Electrical)</b>	<b>\$ -</b>	<b>\$ 29,242.00</b>	<b>\$ 29,242.00</b>
	Senior Structural Engineer	\$ -	\$ 258.00	\$ 258.00
	Structural Engineer II	\$ -	\$ 224.00	\$ 224.00
	Structural Engineer I	\$ -	\$ 202.00	\$ 202.00
	Structural CAD Technician	\$ -	\$ 144.00	\$ 144.00
	<b>Sub Totals (Structural)</b>	<b>\$ -</b>	<b>\$ 828.00</b>	<b>\$ 828.00</b>
	<b>Labor Subtotals</b>	<b>\$ 41,530.00</b>	<b>\$ 186,172.00</b>	<b>\$ 227,702.00</b>
<b>Expenses</b>	Postage	\$ 123.75		
	Mileage	\$ 109.55	\$ 67.23	\$ 176.78
	Reproduction	\$ 83.70	\$ 829.50	\$ 913.20
	<b>Expense Subtotals</b>	<b>\$ 317.00</b>	<b>\$ 896.73</b>	<b>\$ 1,213.73</b>
	<b>TAI Totals:</b>	<b>\$ 41,847.00</b>	<b>\$ 187,068.73</b>	<b>\$ 228,915.73</b>
<b>Sub-Consultants</b>	Right-of-Way (Sub)	\$ 7,560.00	\$ -	\$ 7,560.00
	Right-of-Way (Sub) (Optional)		\$ -	\$ -
	Land Appraiser (Pass-Through)	\$ 17,500.00	\$ -	\$ 17,500.00
	Vaccum Excavation (Sub) (Optional)	\$ -	\$ 2,500.00	\$ 2,500.00
	<b>Subtotals:</b>	<b>\$ 25,060.00</b>	<b>\$ 2,500.00</b>	<b>\$ 27,560.00</b>
	<b>Sub-Consultant Totals:</b>	<b>\$ 25,060.00</b>	<b>\$ 2,500.00</b>	<b>\$ 27,560.00</b>
	<b>Project Subtotals:</b>	<b>\$ 66,907.00</b>	<b>\$ 189,568.73</b>	<b>\$ 256,475.73</b>
	<b>Project Totals:</b>	<b>\$ 66,907.00</b>	<b>\$ 189,568.73</b>	<b>\$ 256,475.73</b>

**ADDENDUM NO. 1**  
**Attachment B**

135th Street Improvements  
Kansas City, Jackson County, Mo.

Phase 450											
Right-of-Way Appraisals and Negotiations											
Basic Services Description	Project Mgmt. & Coord.	Notice and Donation Letters and Receipt Conf. (45 Prop.)	1st Meeting With Property Owners (45 Prop.)	Offer of Compensation and Estimate Letters (22 Prop.)	2nd Meeting With Property Owners (22 Prop.)	Negotiate Payment Amount (11 Prop.)	Get signatures On Revised Documents (11 Prop.)	Execute Conveyance Documents & Check Requests (45 Prop.)	Total Hours	Hourly Billing Rates	Total Labor Costs
Principal	4	451	452	453	454	455	456	457	130	\$ 139.00	\$ 18,070.00
Project Manager	8	12	45	6	22	3	11	12	41	126.00	\$ 5,166.00
Administrative Assistant		45		22		22		2	91	51.00	\$ 4,641.00
<b>Sub Totals (Admin.)</b>	<b>12</b>	<b>67</b>	<b>45</b>	<b>39</b>	<b>22</b>	<b>47</b>	<b>11</b>	<b>19</b>	<b>262</b>		<b>\$ 27,877.00</b>
Senior Civil Engineer									0	122.00	\$ -
Civil Engineer II	6			22		11			39	117.00	\$ 4,563.00
Civil Engineer I		45						45	90	101.00	\$ 9,090.00
Civil CAD Technician III									0	72.00	\$ -
Civil CAD Technicians II									0	62.00	\$ -
<b>Sub Totals (Civil)</b>	<b>6</b>	<b>45</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>45</b>	<b>129</b>		<b>\$ 13,653.00</b>
Senior Electrical Engineer									0	105.00	\$ -
Electrical Engineer									0	101.00	\$ -
Electrical CAD Technician									0	72.00	\$ -
<b>Sub Totals (Electrical)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>
Senior Structural Engineer									0	129.00	\$ -
Structural Engineer II									0	112.00	\$ -
Structural Engineer I									0	101.00	\$ -
Structural CAD Technician									0	72.00	\$ -
<b>Sub Totals (Structural)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>
<b>Labor Subtotals</b>	<b>18</b>	<b>112</b>	<b>45</b>	<b>61</b>	<b>22</b>	<b>58</b>	<b>11</b>	<b>64</b>	<b>391</b>		<b>\$ 41,530.00</b>

**ADDENDUM NO. 1**  
**Attachment B**

135th Street Improvements  
Kansas City, Jackson County, Mo.

Phase 500												
Final Design												
Basic Services Description	Project Mgmt. & Coord.	Final Plans	Street Scaping Plans	RR Pedestrian Crossing Plans	Off-Site Drainage	Final Specification	Final Cost Estimate	Final Submittal & Meetings	Public Involvement	Total Hours	Hourly Billing Rates	Total Labor Costs
<b>Team Positions</b>												
Principal										0	\$ 139.00	\$ -
Project Manager	30	48			4	4	5	10	8	109	126.00	\$ 13,734.00
Administrative Assistant	20					40		12	40	112	51.00	\$ 5,712.00
<b>Sub Totals (Admin.)</b>	<b>50</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>44</b>	<b>5</b>	<b>22</b>	<b>48</b>	<b>221</b>		<b>\$ 19,446.00</b>
Senior Civil Engineer	22	80	0	2	2	6	8	6	6	132	122.00	\$ 16,104.00
Civil Engineer II		120	0	2	16	10	4	4		156	117.00	\$ 18,252.00
Civil Engineer I	0	318	0	8	8	24	4	6		368	101.00	\$ 37,168.00
Civil CAD Technician III	4	391	0		48		4		8	455	72.00	\$ 32,766.00
Civil CAD Technicians II		448	0	16	40		4	6	8	522	62.00	\$ 32,364.00
<b>Sub Totals (Civil)</b>	<b>26</b>	<b>1357</b>	<b>0</b>	<b>28</b>	<b>114</b>	<b>40</b>	<b>24</b>	<b>22</b>	<b>22</b>	<b>1633</b>		<b>\$ 136,656.00</b>
Senior Electrical Engineer	16	20				12	8	4	4	64	105.00	\$ 6,720.00
Electrical Engineer	8	80				36	24	8		156	101.00	\$ 15,756.00
Electrical CAD Technician		78						16		94	72.00	\$ 6,766.00
<b>Sub Totals (Electrical)</b>	<b>24</b>	<b>178</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>32</b>	<b>28</b>	<b>4</b>	<b>314</b>		<b>\$ 29,242.00</b>
Senior Structural Engineer	2									2	129.00	\$ 258.00
Structural Engineer II	2									2	112.00	\$ 224.00
Structural Engineer I	2									2	101.00	\$ 202.00
Structural CAD Technician	2									2	72.00	\$ 144.00
<b>Sub Totals (Structural)</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>		<b>\$ 828.00</b>
<b>Labor Subtotals</b>	<b>108</b>	<b>1583</b>	<b>0</b>	<b>28</b>	<b>118</b>	<b>132</b>	<b>61</b>	<b>72</b>	<b>74</b>	<b>2176</b>		<b>\$ 186,172.00</b>

**ADDENDUM NO. 1**  
**Attachment B**

135th Street Improvements  
Kansas City, Jackson County, Mo.

Basic Services Description	All Tasks Total Project		
	Total Hours	Average Hourly Labor Rates	Total Labor Costs
<b>Team Positions</b>			
Principal	130	\$ 139.00	\$ 18,070.00
Project Manager	150	126.00	\$ 18,900.00
Administrative Assistant	203	51.00	\$ 10,353.00
<b>Sub Totals (Admin.)</b>			<b>\$ 47,323.00</b>
Senior Civil Engineer	132	122.00	\$ 16,104.00
Civil Engineer II	195	117.00	\$ 22,815.00
Civil Engineer I	458	101.00	\$ 46,258.00
Civil CAD Technician III	455	72.00	\$ 32,768.00
Civil CAD Technicians II	522	62.00	\$ 32,364.00
<b>Sub Totals (Civil)</b>			<b>\$ 150,309.00</b>
Senior Electrical Engineer	64	105.00	\$ 6,720.00
Electrical Engineer	156	101.00	\$ 15,756.00
Electrical CAD Technician	94	72.00	\$ 6,766.00
<b>Sub Totals (Electrical)</b>			<b>\$ 29,242.00</b>
Senior Structural Engineer	2	129.00	\$ 258.00
Structural Engineer II	2	112.00	\$ 224.00
Structural Engineer I	2	101.00	\$ 202.00
Structural CAD Technician	2	72.00	\$ 144.00
<b>Sub Totals (Structural)</b>			<b>\$ 828.00</b>
<b>Labor Subtotals</b>	<b>2567</b>		<b>\$ 227,702.00</b>

**ADDENDUM NO. 1**

**Attachment B**

**135th Street Improvements  
Kansas City, Jackson County, Mo.**

Other Direct Costs								
Description	Number of Units	Number of Units	Unit Quantity	Total Quantity	Unit Cost	Total Item Cost	Total Travel Cost	Total Repro. Cost
<b>Phase 450 - Right-of-Way Appraisals and Negotiations:</b>								
Mallings to property owners	Postage	45 letters	1 ea	1 ea	45 letters	\$2.750	\$ 123.75	
Travel								
Meetings with local property owners	Mileage	41 trip(s)	0.5 miles	1 ea	20.5 miles	\$0.405	\$ 8.30	\$ 8.30
Off-site Meetings	Mileage	5 trip(s)	50 miles	1 ea	250 miles	\$0.405	\$ 101.25	\$ 101.25
<b>Reproduction</b>								
For all properties (8 1/2"x11")		45 Prop.	5 Pgs.	1 copy	225 Pgs.	\$0.15	\$ 33.75	\$ 33.75
For purchased properties (8 1/2"x11")		22 Prop.	6 Pgs.	1 copy	132 Pgs.	\$0.15	\$ 19.80	\$ 19.80
For negotiated properties (8 1/2"x11")		11 Prop.	6 Pgs.	1 copy	66 Pgs.	\$0.15	\$ 9.90	\$ 9.90
<b>Drawing Reproduction</b>								
Full Size (22"x34") BOND		0 Shts.	0 sets	1 copy	0 Sheets	\$1.80	\$ -	\$ -
Half Size (11"x17") BOND		45 Shts.	1 sets	1 copy	45 Sheets	\$0.45	\$ 20.25	\$ 20.25
<b>Subtotal</b>						\$ 317.00	\$ 109.55	\$ 83.70
<b>Phase 500 - Final Design:</b>								
<b>Travel</b>								
Site Visit								
	Mileage	4 trip(s)	4 miles	1 ea	16 miles	\$0.405	\$ 6.48	\$ 6.48
Meeting(s)								
	Mileage	3 trip(s)	50 miles	1 ea	150 miles	\$0.405	\$ 60.75	\$ 60.75
<b>Reproduction</b>								
Technical Specificallons (8 1/2"x11")		300 Pgs.	4 copies	1 copy	1200 copies	\$0.15	\$ 180.00	\$ 180.00
Cost Estimate (8 1/2"x11")		10 Pgs.	3 copies	1 copy	30 copies	\$0.15	\$ 4.50	\$ 4.50
<b>Drawing Reproduction</b>								
Full Size (22"x34") BOND			1 sets					
Half Size (11"x17") BOND			9 sets			\$ 405.00		\$ 405.00
<b>Public Involvement</b>								
Full Size (22"x34") Color Bond Mounted		30 Shts.	2 sets	1 copy	60 Sheets	\$4.00	\$ 240.00	\$ 240.00
<b>Subtotal</b>						\$ 896.73	\$ 67.23	\$ 829.50
<b>Subtotals:</b>						\$ 1,213.73	\$ 176.78	\$ 913.20
<b>Totals:</b>						\$ 1,213.73	\$ 176.78	\$ 913.20



*Attachment C*



1441 East 104<sup>th</sup> Street, Suite 105  
Kansas City, MO 64131  
PHONE (816) 874-4655  
FAX (816) 874-4675

June 15, 2011

TapanAm Associates, Inc.  
201 W. 135<sup>th</sup> Street, Ste. 100  
Kansas City, Mo. 64145

Attention: Warren Keith, P.E.

**RE: 135<sup>th</sup> Street Improvements  
From Holmes Road to Mo. State Rte. 150  
Design Survey Services**

Please find below our contract proposal for Surveying Services for the above mentioned project. Hereinafter, TREKK Design Group, LLC will be defined as the Consultant and TapanAm Associates will be defined as the Owner.

**SCOPE OF SERVICES**

**I. SERVICES TO BE PROVIDED BY TREKK DESIGN GROUP, LLC**

**A. PHASE 100-PROGRAMMING**

**TASK 103-SURVEYING**

- 1) Order Updated Title Work (O/E Reports) for Effected Parcels. (54 Parcels Maximum)

**B. PHASE 400-RIGHT OF WAY (MAXIMUM 54 PARCELS)**

**TASK 402-RIGHT OF WAY DOCUMENTS AND EXHIBITS**

- 1) Verify/Update Existing Base Map.
- 2) Prepare Right of Way and Easement Documents.
- 3) Prepare Right of Way and Easement Exhibits.

**TASK 403-RIGHT OF WAY ACQUISITION**

- 1) Stake Right of Way and Easements a Single Time for Negotiations.
- 2) Additional Field Survey Work (32 hours) as shown in Exhibit B & C.

**C. PHASE 500-FINAL DESIGN**

**TASK 506 - VACUUM EXCAVATION (OPTIONAL)**

- 1) Coordinate Locations of Vacuum Excavation Utility Potholes with TAI & JCPW.
- 2) Perform Vacuum Excavation at Agreed Locations.
- 3) Provide Excavation Data in Text, Photographs and/or Other Measurements.
- 4) Repair Excavation Sites in Accordance with KCMO and Utility Owner Requirements.

# TREKK Design Group, LLC

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## D. ADDITIONAL SERVICES

All additional work requested by the Owner will be billed on an hourly basis according to the rate schedule attached or a negotiated lump sum fee. Extra work will include, but not be limited to:

- 1) Changes in Scope of Services.
- 2) Re-Stake Right of Way for Utility Relocates.
- 3) Re-Stake Right of Way and Easements for up to 20 Parcels.

## II. SERVICES TO BE PROVIDED BY OWNER

- 1) Owner to provide Utility Contact Information.
- 2) Owner to provide Preliminary Right of Way Plan in Electronic Format.
- 3) Owner to provide Preliminary Easement Plan in Electronic Format.
- 4) Owner to provide Right of Way and Easement Form Templates.

## III. CONTRACT FEE AND BILLING

The Owner shall compensate TREKK Design Group for Scope of Services described above and in accordance with Terms and Conditions of this Agreement as follows:

1. For (A) PHASE 100-PROGRAMMING compensation shall be on a lump sum basis of \$3,500.00.
2. For (B) PHASE 400-RIGHT OF WAY compensation shall be on a lump sum basis of \$46,500.00.
3. For (C) OPTIONAL PHASE 500-FINAL DESIGN compensation shall be on hourly basis of \$325 per hour with a Not-to- Exceed limit of \$2,500.00.
4. For (D) ADDITIONAL SERVICES compensation shall be computed on an hourly basis according to our hourly rate schedule.

All work shall be performed according to our Standard Terms and Conditions of Contract, incorporated into this contract by reference herein and attached as Exhibit A.

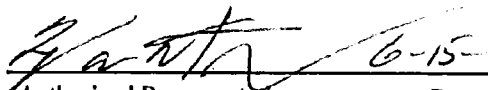
If this Contract Proposal is acceptable and outlines our complete agreement, please signify your acceptance by signing in the space provided and return on copy to our office. Facsimile followed by hard copy is acceptable. This Document will then constitute our complete Agreement.

TREKK DESIGN GROUP, LLC

TAPANAM ASSOCIATES, INC.

\_\_\_\_\_  
Kim Robinett

Date

  
\_\_\_\_\_  
Authorized Representative

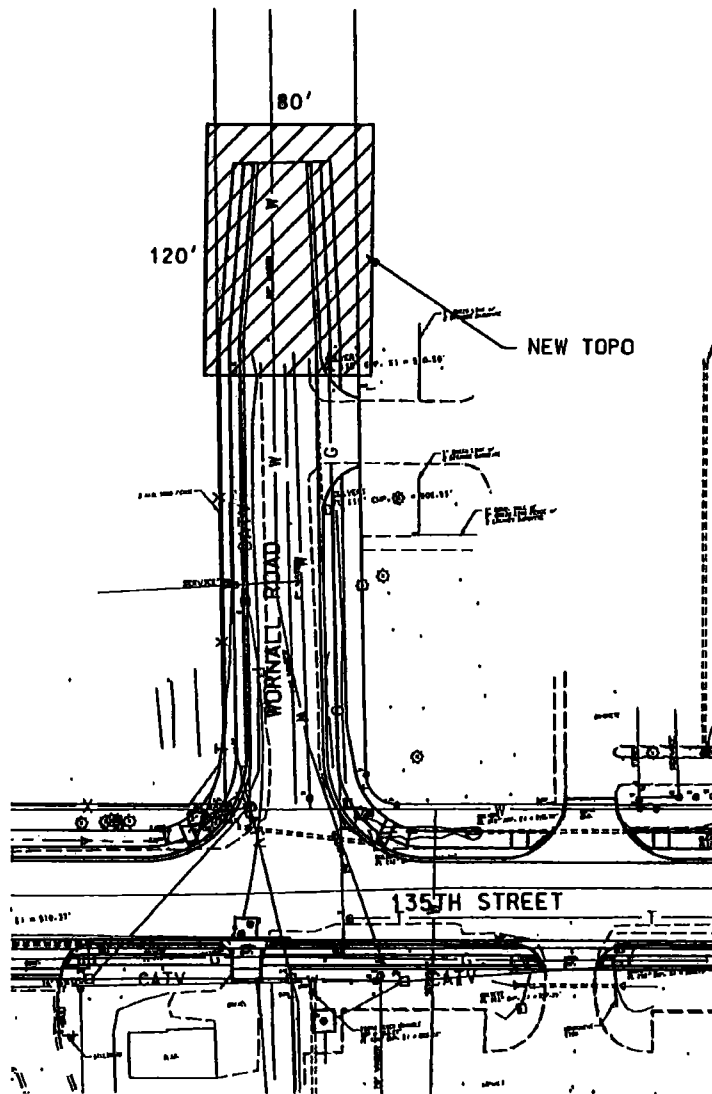
6-15-2011  
Date

**EXHIBIT "A"**  
**TREKK Design Group, LLC**  
**STANDARD TERMS AND CONDITIONS OF CONTRACT**

1. **RIGHT of ENTRY** The Client will provide for right of entry for Consultant in order to complete the work. While Consultant will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur the correction of which is not part of this Agreement.
2. **CONSTRUCTION SITE OBSERVATION** At construction sites, the presence of Consultant field representatives will be for the purpose of providing observation of only the work with which Consultant has agreed to be involved. Opinion of Consultant as to the contractor's adherence to plans and specifications will be reported. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The Contractor should also be informed that neither the presence of our field representative nor the observation by our firm shall excuse him in any way for defects discovered in his work, it is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.
3. **INVOICES** Consultant will submit invoices to the Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from each invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts.
4. **OWNERSHIP of DOCUMENTS** All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant as instruments of service shall remain the property of Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for will be returned upon demand and will not be used by the Client for any purpose whatsoever.
5. **STANDARD of CARE** Service performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
6. **LIMITATION of LIABILITY** The Client agrees to limit Consultant liability to the Client and all construction contractors and subcontractors on the project arising from Consultant professional acts, errors, or omissions, such that the total aggregate liability of Consultant to all those named shall not exceed the total fee paid to Consultant for the services rendered on this project. The Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant liability for damages suffered by the contractor or subcontractor arising from Consultant professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of Consultant professional acts, errors or omissions.
7. **INSURANCE and INDEMNIFICATION** Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and hold Client harmless from and against any loss, damage, or liability arising from any negligent acts by Consultant, its agents, staff, and consultants employed by it. Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
8. **ASSIGNMENT** Neither the Client nor Consultant may delegate, assign, subcontract or transfer duties or interest in this Agreement without the written consent of the other party.
9. **TERMINATION** This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.
10. **PRECEDENCE** These Provisions and Agreement supersede all prior agreements and understandings and may be changed only by written amendment executed by both parties.
11. **REIMBURSABLE EXPENSES** Reimbursable Expenses are in addition to the Design Fee and shall be billed to the Client at 1.1 times our direct cost. Reimbursable expenses shall include but not be limited to all shipping and mailing cost, courier services, travel, long distance telephone and facsimiles, supplies, printing and photographic reproductions.
12. **ATTORNEY'S FEES and EXPENSES** The Client agrees to reimburse the Consultant for all attorney's or collection agency fees, expenses, and court cost incurred to collect any amount due under this Contract.
13. **ADDITIONAL SERVICES** Any work required in addition to that detailed in this Contract will be billed on an hourly basis according to our then current rates or a negotiated lump sum fee. Extra work will include, but not limited to: Changes in the Scope of Services; Changes made in response to program changes; Changes due to revision of site/base information provided by others; Changes due to error of contractor during construction; and Design modifications requested by the client subsequent to prior approval.
14. **HOURLY RATES** Our hourly rates are as follows:

Project Manager	\$120.00 - \$165.00 / Hour	Survey Crew	\$135.00 / Hour
Project Engineer	\$85.00 - \$120.00 / Hour	PLS	\$101 / Hour
Technician	\$45.00 - \$95.00 / Hour	Other	1.1 Times Cost
Mileage	\$0.51 / Mile		
15. **SCHEDULE** The Consultant shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date unless expressly outlined in the contract documents. The Client acknowledges that Client-directed changes, unforeseen conditions, and other delays may affect the completion of the Design services. Client waives any and all claims for consequential, incidental, and business interruption damages directly or indirectly related to the timeliness of the commencement, undertaking, and completion of Design services. In no event shall the Consultant have control over or responsibility for any contractor's or vendor's performance schedule.

EXHIBIT B



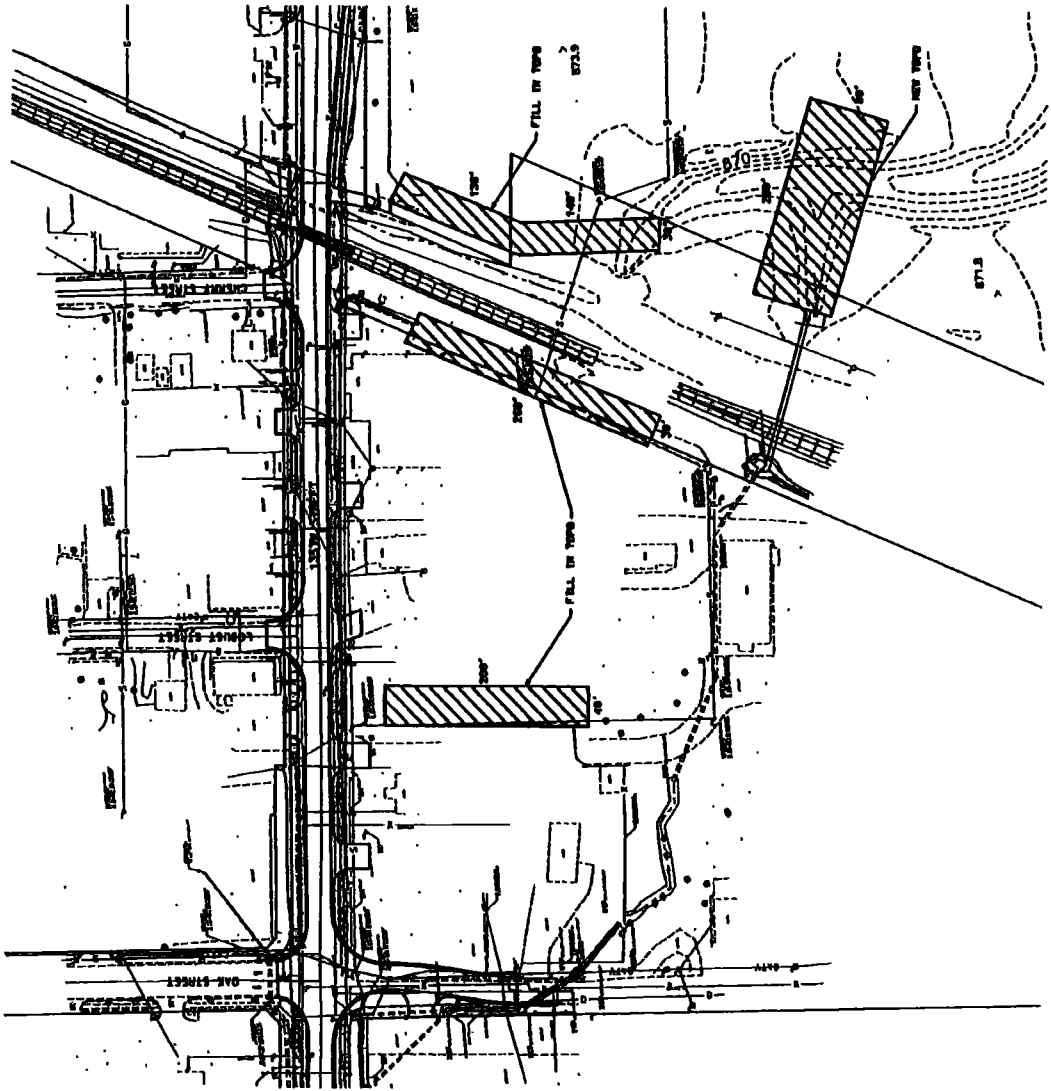


EXHIBIT C: