

**DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
Holmes Road Improvements
from Blue Ridge Boulevard to 137th Street
Project Number: 89008543
PUBLIC WORKS DEPARTMENT**

The amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and McClure Engineering Company dba McClure (formally Shafer, Kline, and Warren), Kansas Corporation (Design Professional). The parties amend the Agreement entered into on February 6, 2018 and Amended on January 26, 2023 as follows:

Sec. 1 Sections Amended. The Agreement is amended as follows:

- A. Add the following sections(s):
 - a. Attachment A – Additional Scope of Services
- B. Delete and replace the following section(s):
 - a. Delete **Section 4, Subparagraph A. and replace with the following: Section 4, Subparagraph A 1** as follows:
 - i. The maximum amount that City shall pay Design Professional under this Agreement is \$900,259 for the services performed by Design Professional under this Agreement.
 - 1. \$418,000 for services performed by Design Professional under Original Agreement.
 - 2. \$108,000 for the services performed by Design Professional under Amendment No. 1.
 - 3. \$48,500 for the services performed by Design Professional under Amendment No. 2.
 - 4. \$325,759 for the services performed by Design Professional under Amendment No. 3.

Sec. 2 Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3 Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment. Each party is signing this amendment on the date stated opposite that party's signature.

Date: _____

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

By:

Title:

Date: _____

KANSAS CITY, MISSOURI

By:

Title:

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

(Date)

Attachment A
Scope of Services and Fees
For Amendment No. 3

I) AMENDMENT DESCRIPTION

- A.** This amendment includes the services for the following design changes made to the existing 60% design submittal:
 - 1. Remove limits of project from 137th Street to 135th Street.
 - 2. Remove extension of 135th Street east, including cul-de-sac.
 - 3. Relocate the pedestrian paths closer to the back of curb to reduce right-of-way impact.
 - 4. Revise the intersection of Holmes Road and Blue Ridge Road to include new signal with pedestrian features. Access control will be included at all corners except the SW Corner is assumed. All work is assumed to be south of the drainage structure located on Holmes Road just north of Blue Ridge Road intersection.
- B.** This amendment also includes the design services to prepare contract documents from 60% design to 100% design.

II) DESIGN TASKS

- A.** Task 22 – Review and Resubmit ROW documents
 - 1. Review ROW documents that have been updated with new design limits.
 - 2. Update O&E Reports
- B.** Task 23 – Utility Coordination
 - 1. Prepare notices for utility companies for Final Design Stage
 - a. Report ROW acquisition Status and report to utilities so they can start work as needed
 - b. Send out Utility Notice No. 3 - after ROW has been obtained
 - c. Create project summary sheet – list of utilities and relocations each one's status and schedule.
 - d. Follow-up
 - e. Hold utility coordination meeting and provide minutes – 1 meeting
 - f. Send out Utility Notice No. 4 - after Bid date has been set.
 - 2. Deliverables:
 - a. Copies of Utility 3 & 4 notices sent out and returned.
 - b. Updated Utility roster
 - c. Meeting Minutes
 - d. Updated Utility summary – list of utilities and relocations and their schedule
- C.** Task 24 – Railroad Design and Management
 - 1. Update design for future compatibility for a Quiet Zone.
 - 2. Update design for adjustments of pedestrian paths that affect the Railroad.
 - 3. Coordinate with railroad confirming final design and construction schedule.
- D.** Task 25 – Update Survey Including New Development
 - 1. Collect additional field data at the intersection of Blue Ridge Road and Holmes Road based on new limits of project.
 - 2. Collect additional field data for new developed areas along east side of project.
 - 3. Update survey base files with additional field data.
- E.** Task 26 – Update Right-of-Way Design
 - 1. Update right-of-way limits based on design element changes.
 - 2. Prepare updated opinion of probable costs for new easement areas from 60% design.
- F.** Task 27 – Final Design
 - 1. Based on comments to the right-of-way plans, final plans will be developed according to City guidelines in order to prepare construction documents, specifications and an opinion of probable costs. Final plans will be submitted to the City.

2. Update project limits on all plan sheets as described in Section I.
3. Design the intersection of Blue Ridge Road and Holmes Road.
4. Design new alignment of pedestrian paths to reduce right-of-way impact.
5. Coordinate documents, attend, and assist City with preparation for Public Meeting. This meeting is anticipated to occur after concept revisions are made to plan sheets and prior to easement procurement.
6. Prepare detailed plans and specifications.
 - a. Cover Sheet
 - b. Typical Sections
 - c. Pavement Design
 - d. Subsurface Drainage Design
 - e. Surface Drainage Design
 - (i) Drainage area maps
 - (ii) Pavement spread calculations
 - (iii) Inlet and other structure design calculations
 - f. Plan and Profile Sheets
 - (i) Plan scale: 1"=20'
 - (ii) Profile scale: H 1"=20'; V 1"=10'
 - g. Length of tapers and storage lengths for turn lanes
 - h. Intersection details
 - i. Traffic Signal design
 - j. Street Lighting
 - (i) Pole locations
 - (ii) Design parameters
 - (iii) Circuit information including control center locations
 - k. Pavement marking and signing
 - l. Existing and proposed right-of-way limits
 - m. Cross sections every 50 feet
 - n. Retaining wall elevation views as required
 - o. Traffic control plan and construction phasing including detour routing for each phase of the project.
 - p. Landscape replacement schedule
 - q. Location of existing utilities and underground facilities.
 - r. Storm Water Pollution Prevention Plan (SWPPP)
 - s. Subdivision marker replacement details are not included within these plans.
7. Prepare a detailed opinion of probable cost.
 - a. Include an appropriate contingency.
 - b. Deliver to City for review prior to final bid document submittal.
8. Develop and deliver project manual technical sections to the City. The City will develop the front end specifications of the project manual.
9. Attend bi-weekly meetings as necessary during preparation of detailed plans with the City.
10. Address all City's comments and submit revised final plans, specifications, and estimate.
11. Coordinate documents, attend, and assist City with preparation for Public Meeting. This meeting is anticipated to occur after prior to construction.
- G. Task 28 – Federal Funding Application (Optional Services)**
 1. Coordination with Missouri DOT for plan and design review.
 2. Updating contract documents to reflect Missouri DOT requirements for federally funded projects.
 3. Repackaging bid documents.
 4. Perform QC/QA for revised documents.
 5. Preparation of specifications, forms, and cost estimates.

III) FEE SCHEDULE

Project No. 89008543									
Holmes Road Improvements									
Addendum 3									
Task	Principal	Project Manager	Project Engineer	RLS	Project Staff/Tech	2 Man Crew	McClure Labor	Sub-consultants	
22. Review & Resubmit ROW documents	McClure		200				\$56,200.00		
23. Utility coordination	McClure	10	62		60		\$18,000.00		
24. Railroad Design & Management	McClure	20	40		40		\$14,600.00		
25. Update Survey including New Development	McClure			6	30	40	\$10,160.00		
26. Update Right of Way Design	McClure	10	20		40		\$9,500.00		
27. Final Design	McClure	4	106	218	289		\$87,750.00		
	Taliaferro & Browne								\$24,079.00
	Custom Engineering								\$6,130.00
	SE3								\$44,580.00
	VMS								\$15,950.00
	Shockey								\$7,550.00
28. Federal Funding Application	McClure	2	31	32	40	105	0	16210	
	Environmental								\$15,050.00
							Totals	\$212,420	\$113,339
	Subconsultants (costs straight-thru)		MBE	WBE	Non-DBE				
	Taliaferro & Browne		\$24,079					Total	\$325,759
	Custom Engineering		\$6,130						
	SE3		\$44,580					DBE Participation	
	VMS			\$15,950				MBE	23%
	Shockey			\$7,550				WBE	12%
	Environmental			\$15,050				Totals	35%
	Subconsultant Total		\$74,789	\$38,550	\$0				