

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Burns & McDonnell Engineering Company, Inc., hereinafter "Consultant" (collectively, the "Parties").

City intends to construct an improvement project (hereinafter called the "Project") in Olathe, Kansas, described as follows:

Spruce & Parker Geometric Improvements **Project No. 3-C-078-25**

The Project is more fully described in **Exhibit A** (attached hereto and incorporated herein by reference).

By executing this Agreement, Consultant represents to City that Consultant is professionally qualified to perform services on this Project and is licensed to practice engineering by all public entities having jurisdiction over Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto. All terms defined in the most recent version of the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions of the Construction Contract (the "General Conditions") adopted by City will have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement will prevail in the interpretation of this Agreement.

"Additional Services" means services in addition to those listed in **Exhibit B**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Consultant" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Construction Cost" means and includes but is not limited to the cost of the entire construction of the Project, including all supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed in connection with the Project, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to a construction contractor or contractors, but such cost will not include Consultant's fee, or any other payments to Consultant as set forth herein, and will not include cost of land or rights-of-way and easement acquisition.

"Contract Documents" means those documents so identified in the Agreement for Construction of this Project including all Consultant Documents.

"Consultant Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the professional services, labor, materials, supplies, testing, surveying, title work, inspection, if applicable, and all other acts, duties, and services required of Consultant under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

"Right-of-Way" and "Easements" means and includes the public street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection made in accordance with the City's technical specifications.

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed One Hundred Twenty Three Thousand Six Hundred Forty Seven Dollars and Fifty Cents (\$123,647.50), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein. Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City.

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Eight Hundred Fifty Dollars (\$850) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

1. Change in Scope: For substantial modifications in authorized Project scope, substantial modifications of drawings, or substantial modifications to specifications previously accepted by City, when requested by City and through no fault of Consultant, Consultant will be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per **Exhibit C**; provided, however, that any increase in fee or extension of time for Consultant to complete the services must be approved by City in writing. Consultant will correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence or other actionable fault.
2. Additional Services: Consultant will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit C**. Such Additional Services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City or made necessary by causes beyond the control of Consultant, providing services necessitated in the event the Professional Services are suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by Consultant, and providing any other special services not otherwise covered by this Agreement which may be requested by City to complete the Project. Payment to Consultant as compensation for Additional Services will be in accordance with the hourly rate schedule attached as **Exhibit C**.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Consultant is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit C**. Consultant will not be paid extra by City if Consultant's appearance is to defend its Professional Services.

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the

attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before December 31, 2026.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services as described in Exhibit B, attached hereto, and which are required for the construction of the Project as described below:

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B, D, and E**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.

5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.

B. FINAL DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B and E**, attached hereto and incorporated by reference.
2. Final Design Documents: Consultant will furnish City copies of the final design plans per the City of Olathe Technical Specifications and Design Criteria for Public Improvements unless otherwise noted in **Exhibit B**.
3. Contract Documents: Consultant will prepare for City all Project contract agreement forms, final design plans, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents requested by City, unless such documents are provided by City.
4. Final Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on final design. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. The Engineer's Estimate must be sealed and provided by a professional engineer licensed by the State of Kansas. Since Consultant has no control over the cost of labor, materials, or equipment furnished by others not under contract to Consultant, or over the resources provided by others not under contract to Consultant to meet Project schedules, Consultant's opinion of probable costs and of Project schedules for construction may be made based on experience and qualifications as a professional engineer. Consultant does not guarantee that proposals, bids, or actual Project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules.
5. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, construction, right-of-way and easement acquisition, inspection, and testing.

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Final Cost Estimate, Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

1. In-House Administration and Inspection: It is understood that City will provide full-time, in-house administration and inspection of the construction Project and the work of the construction contractor at City's expense, unless otherwise agreed upon in writing by the Parties. Consultant will assist City by providing general administration and inspection of the work of the construction contractor as requested by City by conducting periodic inspections of the construction contractor's work during construction and will assist City in a final inspection of the construction Project after completion of the work by the construction contractor. Consultant will also check shop drawings and assist City in making interpretation of plans and specifications and reviewing pay estimates for making payments to the construction contractor.
2. Services: The Professional Services provided during this phase are set out in **Exhibits B and E**, both attached hereto and incorporated by reference.
3. Additional Drawings: If during construction, situations arise which require additional drawings or details, Consultant agrees to provide such additional drawings or details at no cost to City when the additional drawings or details are required to correct Consultant's errors or omissions or clarify Consultant's intent in the original design and preparation of construction drawings. If such situations occur through no fault of Consultant, or are beyond Consultant's control, both Parties agree to negotiate an equitable payment to Consultant for Consultant's Professional Services rendered, which will be accomplished through a Change Order.
4. Staking: Unless otherwise provided, staking must be included in the bid specifications to be performed by the construction contractor.
5. Notice of Defects: If, based on Consultant's involvement during the construction phase, Consultant observes or otherwise becomes aware of any defect in the work, Consultant will give prompt written notice to City of such defects and their approximate location on the Project. However, Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are

solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.

6. Shop Drawings: Consultant will review and take appropriate action on the chosen construction contractor's shop drawings and samples, and the results of tests and inspections and other data which each construction contractor is required to submit for the purposes of reviewing for compliance with the design concept and conformance with the requirements of the Contract Documents and the City of Olathe Technical Specifications and Design Criteria for Public Improvements.

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Agnes Otto. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Utility Coordination: Consultant will comply with the conditions set out in the Utility Coordination Checklist as in **Exhibit E**. The services required of Consultant by this checklist are expected to usually occur during the Preliminary Design, Final Design, and Construction phases; however, Consultant's responsibilities under this checklist may sometimes occur at other times.
4. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although

Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in an amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
6. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
7. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
8. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

City will provide to Consultant information and criteria regarding City's requirements for the Project; examine and timely respond to Consultant's submissions; and give written notice to Consultant, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

B. ACCESS

City will provide access for Consultant to enter public and private property related to the Project and performance of Consultant's obligations under this Agreement.

C. DUTIES

City will perform the various duties and services in all phases of the Project which are outlined and designated in **Exhibit B** as City's responsibility.

D. PROGRAM AND BUDGET

City will provide all relevant information reasonably required for Consultant to perform its obligations herein, including but not limited to City's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria for the Project.

E. ADMINISTRATIVE SERVICES

City will furnish all City-related legal, accounting, insurance and audit services as may be necessary at any time for completion of the Project. However, in no event will any City-related legal, accounting, insurance and or audit services be provided on behalf of Consultant, nor will Consultant serve any other role than as an independent contractor of City.

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

City will designate a Project Manager to represent City in coordinating this Project with Consultant. The City's Project Manager will have the authority to transmit instructions and decisions of City.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement for either cause (due to Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. If City provides written notice of termination for cause to Consultant, Consultant shall have

fifteen (15) days to cure such breach or submit a plan for cure acceptable to City in order to avoid termination. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

City of Olathe
Attn: Chad Jones
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Burns & McDonnell Engineering Co., Inc.
Attn: Agnes Otto
9400 Ward Parkway
Kansas City, MO 64114

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted, reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

City and Consultant agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consultant will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Consultant's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

C. OWNERSHIP OF CONSULTANT DOCUMENTS

Consultant will provide City a copy of all final Consultant Documents, including but not limited to prints, reproductions, reports, plans, specifications and related documents, which will become the property of City, provided that Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, may so identify them by appropriate markings. If Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However, such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit F (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit G – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Consultant selects option (b), then Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

E. INDEMNITY

1. **Loss:** For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. **Indemnification and Hold Harmless:** For purposes of this Agreement, Consultant agrees to indemnify and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors. Neither acceptance of completed work nor payment therefor nor termination or expiration of this Agreement releases Consultant of its obligations under this paragraph.
3. **Comparative Fault & Contributory Negligence:** It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. **Damage Limitations:** The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. **Negligence by the City:** Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. **Kansas Act Against Discrimination:** During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the

phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

- c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
 3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
 4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. KANSAS OPEN RECORDS ACT

Consultant acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

H. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

No form or document provided by Consultant after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

I. APPLICABLE LAW, JURISDICTION, AND VENUE

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

J. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

K. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of City.

L. DELIVERABLES

1. Project Drawings: Project drawings which are developed by Consultant using a Computer Aided Drafting (CAD) System will be made available to City per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. However, due to the potential that the information set forth on the electronic media could be modified by City, or other City consultants, unintentionally or otherwise, Consultant will remove all indices of its ownership, professional corporation name, seal, and/or involvement from each electronic display. If City provides such electronic media to others for any purpose, City will require the electronic media to be returned to City upon completion of such use. City recognizes that use of such electronic media will be at City's sole risk and without any liability risk or legal exposure by Consultant.
2. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.
3. Conformed To Construction Drawings ("As Built" Drawings): Following construction, City and/or construction contractor will provide copies of changes and alterations made in the field during construction to Consultant to provide Conformed To Construction Drawings per the City of Olathe Technical Specifications and Design Criteria for Public Improvements. Consultant may rely on the information provided by City in preparing such documents, subject to the professional standard of care required by this Agreement.

N. COVENANT AGAINST CONTINGENT FEES

Consultant represents that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. NO SOLICITATION TO HIRE CITY EMPLOYEES

1. No Solicitation to Hire: Except as otherwise provided in this section, during the term of this Agreement and for one year after the Agreement's expiration or termination, Consultant must not solicit to hire and then hire, or solicit to contract with and then contract with, any of the City's current employees involved with the oversight or implementation of this Agreement, including but not limited to the Project Manager.
2. No Restriction on City Employees: The foregoing restrictions shall not prevent City employees from affirmatively seeking employment elsewhere.
3. Liquidated Damages: The Parties agree that in the event of a breach of this provision that damages would be uncertain and difficult to accurately estimate. Therefore, if Consultant breaches this provision, Consultant agrees to pay City liquidated damages to the City equal to the annual salary of the applicable employee hired by or contracting with Consultant.

P. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit H**).

Q. TITLES, SUBHEADS AND CAPITALIZATION

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

R. SEVERABILITY CLAUSE

If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

S. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit B);
3. City's Request for Proposals/Request for Qualifications (incorporated by reference);
4. Consultant's Response to RFP/RFQ (incorporated by reference).

[The remainder of this page is intentionally left blank.] (DELETE IF ON A PAGE BY ITSELF.)

T. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 2025.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

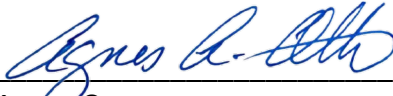
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Burns & McDonnell Engineering Company, Inc.

By: 

Agnes Otto
9400 Ward Parkway
Kansas City, MO 64114

**TABLE OF CONTENTS
OF EXHIBITS**

Exhibit A	Description of Project & Map
Exhibit B	Scope of Services
Exhibit C	Fee & Rate Schedule
Exhibit D	Land Acquisition Checklist for Consultant Projects
Exhibit E	Utility Coordination Checklist
Exhibit F	City of Olathe Insurance Requirements
Exhibit G	Certificate of Insurance
Exhibit H	Certificate of Good Standing to Conduct Business in Kansas

EXHIBIT A
Description of Project & Map

This project will construct a westbound right turn lane from Spruce Street to northbound Parker/K-7 Highway. Improvements will include pavement construction, curb and gutter, traffic signal head replacement, striping, grading, retaining wall, and all other work pertinent to completing the project. The project will include survey of existing conditions, utility coordination, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for any right-of-way or easements, developing construction plans in accordance with Olathe specifications, coordination with utilities, assistance with bidding of projects for construction, and assistance as needed throughout construction.



EXHIBIT B
Scope of Services

Design Requirements

The ENGINEER shall design the Project following state and federal design criteria, the current version of the OWNER's Design & Construction Manual, American Public Works Association *KC Metro Specifications*, the 11th edition of the *Manual on Uniform Traffic Control Devices* (MUTCD), the 2023 version of the Americans with Disabilities Act (ADA) *Public Right-of-Way Access Guidelines* (PROWAG), , and the current version of the KDOT *Standard Specifications for State Road Construction with Special Provisions*, and with any necessary Project Special Provisions. All digital drawings shall be per NAD 1983 Kansas State Plane North 1501 feet coordinate system.

All plans shall be signed and sealed by the licensed Kansas professional engineer responsible for preparing and overseeing the design plans. The licensed Kansas land surveyor responsible for preparing said documents shall sign and seal the right-of-way descriptions.

Assumptions

CAD Format – All project designs will be completed in MicroStation and OpenRoads Designer (ORD). The design will utilize Burns and McDonnell standard CAD practices. Plans shall be in ENGLISH units with a 34" x 22" plan sheet size.

Electronic Deliverables – CAD files will be prepared in MicroStation (*.DGN) format. Plans will be submitted in PDF format. Final CAD files, along with the existing and proposed surface and associated design files, will be provided to the OWNER as a part of the project closeout process. Files will be made available to bidders, for reference only, as requested.

Right of Way – Right of way will be established from the last deed of record. Obtaining ownership and encumbrance reports and preparing legal exhibits and descriptions are included for one parcel. It is assumed that the Client will perform or coordinate the acquisition process, including but not limited to appraisals, offers, and condemnation. The City will provide plat information for adjacent developments. City will provide any necessary right-of-entry for surveys. It is assumed the Consulting Engineer will not be involved in negotiations for easements from property owners.

City will provide Consultant with typical front end documents for project manual. Consultant to prepare front-end documents for the project manual.

Utility Coordination – Utility coordination is included in the scope of work. Utility coordination shall include obtaining existing utility as-built maps, transmittal of plans depicting as-surveyed utilities for confirmation, and regular progress plans, including plans depicting utilities in color. The ENGINEER will work to identify preliminary conflicts, but each utility shall be responsible for identifying them. Others shall develop utility relocation plans. No utility potholing is included in this scope of work. The ENGINEER shall review the utility relocation plans provided

to coordinate with the project. Specific scope is detailed below for utility coordination.

Public Involvement -Two (2) public informational meetings are assumed. One in person meeting will occur during the project's design phase at 30%, and one virtual meeting occurring at the construction kick-off. The ENGINEER will be responsible for developing meeting materials, including meeting notices, three (3) display exhibits, questionnaires, meeting minutes, and sign-in sheets.

Opinions of Probable Construction Cost - Any opinions of probable project cost or probable construction cost provided by ENGINEER are made based on information available to ENGINEER and based on ENGINEER's experience and qualifications and represent its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

Bids Received – If bids received exceed the prepared final cost estimate and the OWNER chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then the ENGINEER and the OWNER shall mutually agree in writing to the amount of any adjustments to the total fee or schedule required.

Exclusions

- Pre-Utility Meeting as shown in the utility checklist will not be performed. Two (2) utility coordination meeting have been budgeted per direction from the City.
- Permitting – The ENGINEER shall NOT be responsible for environmental clearance for the project. Engineer assumes all flood plain permits and requirements were obtained through previous projects. Assumes no additional FEMA permitting, LOMaR/CLOMaR, or No-Rise certifications are necessary. Does not include FEMA map revisions and floodplain certificates.
- Participation by the ENGINEER in condemnation proceedings is not included in this scope of work.
- This project does not include an environmental impact statement, environmental analysis, or any identification of or mitigation for wetlands or other aquatic habitat.
- It is Assumed the Consulting Engineer will not be involved in negotiations for easements from property owners.
- Resetting any property corners is excluded from this project
- A traffic analysis or study is excluded from this project
- A Traffic Analysis Memorandum is excluded from this project
- Only City funds will be used for the construction and design of the project.
- Any life cycle cost analysis is excluded from this project.

- Any design, relocation or extensions of sanitary sewer mains or service lines is excluded from this project.
- Street Lighting – No photometric design of street lighting is included in this scope of work.
- Any septic sewer system location, investigation, or design is excluded from this project.
- Any landscape, irrigation, or streetscaping design or coordination is excluded from this project.
- Any drainage design beyond maintaining existing flow patterns is excluded from this project.
- Any structural design of “special” storm sewer inlets or junction boxes is excluded from this project.
- Construction Phase Services – No participation in regularly scheduled progress meetings between the OWNER, and the Contractor are included in this proposal
- Construction Inspection – This scope of work includes no construction services other than designer services during construction
- Does not include any public involvement surveys, newsletters, or website.
- Plans and contract documents for one construction project with single letting. Consultant to provide five (5) full size plan sets, eight (8) half size plan sets, ten (10) specification books.
- Does not include development or analysis of mix designs for pavement components.
- Sidewalk and sidewalk ramp analysis or improvements within the project site or at the intersection of Spruce and Parker/K-7 are excluded from this project.
- Traffic items (marking/signal) submittals will be reviewed by the City.
-

City of Olathe Responsibilities

- City will provide Johnson County AIMS data and mapping
- City will provide all previous reports and applicable design drawings within the project limits
- City will provide plat information for adjacent developments
- City will provide any necessary right-of-entry for surveys
- City will provide coordination with KDOT for traffic control
- City will provide advertisement and distribution of bid documents
- City will provide preparation and distribution of executed Construction Contract Agreements
- City will provide electronic copies of standard specifications, contract documents, and available drawing files of standard items

Scope of Work

TASK 1- PROJECT KICKOFF, ADMINISTRATION, PROJECT MANAGEMENT

- 1.01.** Project Initiation and Controls (Project and budget set up)
- 1.02.** Internal Kick off Meetings (Assumes 4 people for 1 hour)
- 1.03.** External Kick off meeting (Assumes 3 people for 2 hours with meeting minutes prepared and distributed).
- 1.04.** External Progress Meetings with City as necessary. Assumes one (1) virtual

meeting per month for 6 months during major design timeframe with meeting summaries prepared and distributed.

- 1.05. Internal Progress Meetings-assumes two (2) meetings for Roadway with two (2) people for (.5) hour and assumes one (1) meeting for retaining wall design for two (2) people for (.5) hour
- 1.06. Project Management- Correspondence with the City on project related items via phone and email. Assumes two (2) hours per month for 10 months

TASK 2 – PRELIMINARY DESIGN

2.01 Survey- See Survey Subconsultant Proposal and Scope of Work

- A- Project Inventory
- B-Control Establishment-Lidar for Topographic Survey Controls and Ground Survey for Utilities and Right of Way
- C-Topographic Survey
- D-Property Basemap Development
- E-Ownership and Easement Reports
- F-Descriptions and Exhibits
- G-Submittal/Reports

2.02 Geotechnical Investigation- See Geotechnical Subconsultant Proposal and Scope of Work

- A-Field Exploration (one boring for retaining wall and pavement section recommendation)
- B-Laboratory Testing
- C-Foundation Design Recommendations
- D-Report
- E-Traffic Control/Signage

2.03 Preliminary Roadway Design-Create preliminary horizontal and vertical alignment for Spruce Street for right turn lane onto Parker Road. Analyze retaining wall locations.

2.04 Utility Coordination- Develop a project utility contact list of all known utility agencies in the project limits and generate a utility conflict analysis log by preparing a list of potential conflict points for discussion at the utility meetings. Coordination for schedules, Kansas one call, and non-response tickets will be performed.

2.05 The ENGINEER will develop preliminary plans based on the project typical section and project requirements to an approximate 30% level.

Anticipated plan sheets include:

- 2.05A-Cover/Title sheet
- 2.05B-General Layout (Survey Reference)
- 2.05C-Plan and profile sheets (Scale Horiz. 1"=20', Vert. 1"=10')
- 2.05D-General Notes
- 2.05E-Typical sections
- 2.05F-Demolition Plans
- 2.05G-Intersection Layout
- 2.05H-Cross sections every 25 feet, in addition to points of interest, showing

existing drives, utilities, earthwork areas and grade break information.

2.06 Perform quality assurance review of plans.

2.07- Develop preliminary opinion of probable project construction costs itemized by unit of work, including contingency.

2.08-Public Relations: Public Meeting # 1-Plan for and attend one (1) public informational meeting to introduce the project team, provide an overview of the project goals and scope, and gather input from the public. An in-person public forum will be scheduled and held at a location determined by the City. Assumes two (2) people for three (3) hours. An additional stakeholder meeting assumes one (1) meeting with two (2) people for two (3) hours.

2.08A-Public Meeting # 1 content- includes three (3) project exhibits, meeting agenda, meeting materials handouts, comment forms, meeting minutes.

2.09-Field Check Meeting to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans. Entire project will be walked and necessary additions/changes to the design will be noted. Assumes one (1) meeting with two (2) people for two (2) hours with minutes prepared and distributed.

2.10 Consulting engineer to schedule and facilitate preliminary review utility coordination meeting with representatives from known utilities in the project area. Request any existing mapping or private easement information not yet collected. Assumes one (1) meeting with three (3) people for two (2) hours with meeting minutes prepared and distributed.

2.11-Transmit preliminary plans as necessary to utility companies for their use in preparing for relocations.

Task 3. RIGHT-OF-WAY DESIGN (60%)

3.01-Update "Field Check" plans to reflect City comments and modifications identified during the preliminary utility coordination review.

3.02-The ENGINEER will perform a corridor visit to document any known constraints or design challenges. Prior to performing field reconnaissance, the ENGINEER shall notify the OWNER of the date and time of the field reconnaissance and make every attempt at having a city representative present to collaborate and expedite the project from the reviewed constraints, utility concerns and design challenges.

3.03 Utility Coordination- The ENGINEER will coordinate with utility companies as needed to prepare right of way plans.

3.04-The ENGINEER will advance preliminary plans to an approximate 60% level to be used to determine and acquire needed easements and right-of-way. Anticipated new plan sheets include:

3.04A-Retaining Wall Plan and Profile Sheet

3.05B-Utility Plan Sheets (shown in color) Transmit right-of-way plans and CAD files as necessary to utility companies for their use in preparing for relocations

3.05C-Right of Way Plan Sheets (acquisitions shown in color)

3.05D-Signal Plan Sheet (signal head replacement for dedicated turn lane)

3.05E-Signal Wire Sheet (Relocate Box at NE corner)

3.05F Electrical Bill of Materials Sheet (Standard City of Olathe format)

3.05G-Signal Details (Standard City of Olathe (5) Sheets)

3.06H- Signal Technical Specifications Sheet- (Standard City of Olathe (4) sheets)

3.05-Update preliminary opinion of probable construction cost.

3.06-Quality Assurance Review of Plans

3.07 Consulting engineer to schedule and facilitate utility coordination meeting with representatives from known utilities in the project area. Assumes one (1) meeting with three (3) people for two (2) hours with meeting minutes prepared and distributed.

Task 4-FINAL DESIGN (100%)

4.01-Prepare office check plans and specifications. Anticipated plan sheets include:

- A. Cover sheet/Title Sheet.
- B. General Layout (Survey Reference) Sheets. The ENGINEER will update Survey Reference sheets to include project control benchmarks, control points, and alignment information
- C. Summary of Quantities
- D. Plan and profile sheets for Roadway and Driveway (Scale Horiz. 1"=20', Vert. 1"=10')
- E. Retaining Wall plan and profile sheets
- F. General Notes
- G. Typical sections
- H. Demolition plan/Site Grading
- I. Intersection Layout sheet (scale 1"=10' Horiz)
- J. Standard Detail Sheets
- K. Cross sections every 25 feet, in addition to points of interest, utilities, earthwork areas and grade break information. (3 sections per sheet)
- L. Traffic Control Sheets
- M. Traffic Control Details (standard Olathe details)
- N. Pavement Marking Plan (1"-20' scale)
- O. Utility Plan Sheet
- P. Erosion Control
- Q. Erosion Control Details
- R. Right Of Way Plan
- S. Signal Plan -signal head replacement for dedicated turn lane
- T. Signal Wiring Plan
- U. Electrical Bill of Materials (City of Olathe standard format)

- V. Signal Details (Olathe Standards (5) Sheets)
- W. Signal Technical Specification Sheet (Olathe Standards (4) Sheets)

- 4.02-** Prepare a detailed opinion of probable construction cost.
- 4.03-** Perform quality assurance review on plans
- 4.04-** Consulting engineer to address all final comments and submit 100% signed and sealed plans. Consulting Engineer will provide one digital PDF set of plans.
- 4.05** Prepare project manual. City standard technical specifications shall be used for the project. Prepare special conditions, as necessary, to modify City standard technical specifications. City will prepare front-end documents for the project manual.
- 4.06** Consultant to provide five (5) full size plan sets, eight (8) half size plan sets, ten (10) specification books hard copies.

Task 5-BIDDING PHASE and CONSTRUCTION SERVICES

- 5.01-**Respond to bidder’s requests for information during the bidding process.
- 5.02** Prepare written addenda to the bidding documents as required and or requested.
- 5.03** Public Relations: Public Meeting # 2-The ENGINEER will attend a virtual public informational meeting to correspond with the Contractor phase. Assumes two (2) people for two (2) hours. Content- one virtual exhibit, agenda, and meeting materials
- 5.04** Review shop drawings and submittals. Per City direction, expected submittals are limited to retaining wall items and asphalt mixes. Concrete mix reviews are KCMMB mixes and will be reviewed by the City. Traffic items (marking/signal) submittals will be reviewed by the City.
- 5.05** Attend pre-construction meeting with City and Contractor. Assumes one (1) person for two (2) hours.
- 5.06** Prepare as built drawings for City.

Schedule

Consultant Notice to Proceed:	March 2025
Public Meeting # 1	June 2025
Field Check Plans Due	June 2025
Utility Coordination Meeting # 1	July 2025
Right of Way Documents to City	September 2025
Utility Coordination Meeting # 2	September 2025
100 % Plans	December 2025
Letting	February 2026
Public Meeting # 2 Contractor	March 2026
Construction Notice to Proceed	April 2026



Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

February 19, 2025

C25P2254 (Rev1-SUR)

Ms. Ashley Montgomery, PE
Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, Missouri 64114

**RE: PROPOSAL FOR SURVEYING SERVICES
CITY OF OLATHE PROJECT NO. 3-C-078-25
SPRUCE AND PARKER GEOMETRIC IMPROVEMENTS
OLATHE, KANSAS**

Dear Ms. Montgomery:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for survey services for the above reference project. The scope of services will be performed in accordance with the fee basis and time schedule described herein.

If you have any questions concerning this proposal, please do not hesitate to contact me at (913) 894-5150.

Respectfully submitted,
Kaw Valley Engineering, Inc.

Kenneth Dedrick, PLS
Manager of Survey Services

Attachments: Scope of Services/Fees and Attachments

\\M1X-F111-Projects\C25-2254-Proposal\2025-02-19 Rev1 SUR Proposal Spruce & Parker Geometric Improvements.docx

**SCOPE OF SERVICES/FEES
CITY OF OLATHE PROJECT NO. 3-C-078-25
SPRUCE AND PARKER GEOMETRIC IMPROVEMENTS**

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SCOPE OF SERVICES/FEES
CITY OF OLATHE PROJECT NO. 3-C-078-25
SPRUCE AND PARKER GEOMETRIC IMPROVEMENTS

1. TASK 1 – PROJECT INVENTORY AND SAFETY ANALYSIS

- i. Administrative project set-up
- ii. Review project requirements with Burns & McDonnell Engineering Co., Inc. (CLIENT)
- iii. Site visit by KVE Professional Surveyor and designated key personnel.
- iv. Planning session with KVE Professional Surveyor and KVE survey field manager
- v. Project kick-off meeting, including review of project requirements, documented and included in QC/QA submittal – All team members
- vi. Project Safety meeting – KVE field crew and KVE survey field manager

2. TASK 2 – CONTROL ESTABLISHMENT

- i. Control shall expand on the project control established by KVE for the City of Olathe 2025 SPP Project (KVE PN C24S1988).
 - a. Research United States Public Land Survey System (USPLSS) Corners (Section Corners)
 - b. Verify Section Corners; Reference per State Statute
 - c. Control will be Kansas State Plane Grid Value Coordinates based on Johnson County Control Network (NAD83 2011) on Section Corners, Control Points and Benchmarks
 - d. Filing of section corner ties with the appropriate county and state entities
 - e. Once deemed ready for submittal to CLIENT, the KVE quality assurance officer will review the quality control procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

3. TASK 3 – TOPOGRAPHIC SURVEY

- i. Topographic area shall be the area outlined in red on the attached **Exhibit B**.
- ii. Underground utilities shall be surface-located as marked by the Kansas One-Call System and City of Olathe marking services using traditional survey methods.
 - a. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available.
 - b. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected.
 - c. When provided to KVE, as-built information shall be used to verify field data.
- iii. Topographic survey area shall conform to the following:
 - a. Photographs of the topographic area shall be taken and referenced on a “Photo Log” by photo name, location and direction taken.
 - b. Topographic information shall be drafted in a format compatible with CLIENT’s drafting standards.
 - c. During the drawing process, the KVE field surveyor and KVE survey field manager, shall periodically perform “office checks” to ensure the completeness and overall quality of the field data.
 - d. Upon initial drawing completion, a walk-through field check of the drawing shall be performed to verify and quality control the drawing.
 - e. KVE drafting technician shall integrate all “red-lines” and review the drawing utilizing a drafting checklist to ensure completeness.

- f. Upon integration of office and field red-lines, the drawing shall be quality control checked by the supervising KVE Professional Surveyor.
- g. Once deemed ready for submittal to CLIENT, KVE quality assurance officer will review the quality control procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1).

4. TASK 4 – PROPERTY BASEMAP DEVELOPMENT

- i. A property basemap will be developed using publicly available plats and deeds. KVE shall obtain plats and deeds from the Johnson County AIMS website.
- ii. This basemap will be submitted with the topography and utility drawings to assist CLIENT in identifying needed takings and parcels requiring ownership reports.

5. TASK 5 – OWNERSHIP AND EASEMENT REPORTS

- i. At CLIENT’s request, KVE shall obtain one (1) Ownership & Easement Report (O&E).
- ii. KVE shall review the O&E for completeness.
- iii. KVE shall include the plottable information contained in the O&E in the property basemap drawing.

6. TASK 6 – DESCRIPTIONS AND EXHIBITS

- i. Create necessary descriptions and accompanying exhibits for one (1) tract (up to two (2)) for takings based on geometry provided to KVE by CLIENT.
- ii. The descriptions and exhibits are required to bear the seal and signature of the surveyor responsible for their creation; therefore, submittal shall be in PDF format. Word documents shall not be submitted.

7. TASK 7 – SUBMITTAL

- i. Prepare project survey books including documentation for
- ii. Control
 - a. Control point data and descriptions
 - b. Benchmark data and descriptions
- iii. USPLSS filings
- iv. Property / Right-of-Way development notes
- v. Topographic field survey, property basemap and utility drawings shall be submitted as an AutoCAD (ACAD) drawing and certified per Task 3 above.
- vi. Utility coordination information
- vii. Sewer structure notes
- viii. Photo logs
- ix. Quality Control/Quality Assurance documentation including certification per CLIENT Quality Control Plan requirements

8. EXCLUSIONS

- i. Services in this agreement are specifically limited to those listed above. All other requested services shall require a written supplemental agreement signed by CLIENT and KVE prior to any effort.

9. ATTACHMENTS

- i. Exhibit A – Compensation
- ii. Exhibit B

Exhibit A - Compensation**(Rev1)**

Services	Quantity	Unit Price	Extension
Project Inventory and Safety Analysis			
Task 1			
Principal	1	\$ 245.00	\$ 245.00
Registered Survey Principal	2	\$ 180.00	\$ 360.00
Survey Project Manager	2	\$ 160.00	\$ 320.00
Survey Crew	1	\$ 190.00	\$ 190.00
Senior CADD Technician	1	\$ 130.00	\$ 130.00
Survey CADD Technician	1	\$ 115.00	\$ 115.00
Administrative Technician	1	\$ 75.00	\$ 75.00
			\$ 1,435.00
Control Establishment			
Task 2:			
USPLSS Corners			
Principal - Q/A Manager	1	\$ 245.00	\$ 245.00
Registered Survey Principal	1	\$ 180.00	\$ 180.00
Survey Project Manager	1	\$ 160.00	\$ 160.00
Survey Crew	2	\$ 190.00	\$ 380.00
Senior CADD Technician	0	\$ 130.00	\$ -
Survey CADD Technician	0	\$ 115.00	\$ -
			\$ 965.00
Horizontal Control Network			
Principal - Q/A Manager	0	\$ 245.00	\$ -
Registered Survey Principal	0	\$ 180.00	\$ -
Survey Project Manager	0	\$ 160.00	\$ -
Survey Crew	0	\$ 190.00	\$ -
Senior CADD Technician	0	\$ 130.00	\$ -
Survey CADD Technician	0	\$ 115.00	\$ -
			\$ -
Vertical Control Network			
Principal - Q/A Manager	0	\$ 245.00	\$ -
Registered Survey Principal	0	\$ 180.00	\$ -
Survey Project Manager	0	\$ 160.00	\$ -
Survey Crew	0	\$ 190.00	\$ -
Senior CADD Technician	0	\$ 130.00	\$ -
Survey CADD Technician	0	\$ 115.00	\$ -
			\$ -
Topographic Survey			
Task 3			
Principal - Q/A Manager	0	\$ 245.00	\$ -
Registered Survey Principal	3	\$ 180.00	\$ 540.00
Survey Project Manager	4	\$ 160.00	\$ 640.00
Survey Crew	20	\$ 190.00	\$ 3,800.00
Senior CADD Technician	2	\$ 130.00	\$ 260.00
Survey CADD Technician	24	\$ 115.00	\$ 2,760.00
			\$ 8,000.00

Property Basemap Development

Task 4

Principal - Q/A Manager	1	\$	245.00	\$	245.00
Registered Survey Principal	1	\$	180.00	\$	180.00
Survey Project Manager	0	\$	160.00	\$	-
Survey Crew	0	\$	190.00	\$	-
Senior CADD Technician	1	\$	130.00	\$	130.00
Survey CADD Technician	8	\$	115.00	\$	920.00
					<hr/>
					\$ 1,475.00

Ownership & Easement Reports - One (1)

Task 5

Principal - Q/A Manager	0	\$	245.00	\$	-
Registered Survey Principal	1	\$	180.00	\$	180.00
Survey Project Manager	0	\$	160.00	\$	-
Survey Crew	0	\$	190.00	\$	-
Senior CADD Technician	1	\$	130.00	\$	130.00
Survey CADD Technician	2	\$	115.00	\$	230.00
					<hr/>
					\$ 540.00

Descriptions and Exhibits - One (1)

Task 6

Principal - Q/A Manager	0	\$	245.00	\$	-
Registered Survey Principal	1	\$	180.00	\$	180.00
Survey Project Manager	0	\$	160.00	\$	-
Survey Crew	0	\$	190.00	\$	-
Senior CADD Technician	1	\$	130.00	\$	130.00
Survey CADD Technician	8	\$	115.00	\$	920.00
					<hr/>
					\$ 1,230.00

Submittal

Task 7

Principal - Q/A Manager	1	\$	245.00	\$	245.00
Registered Survey Principal	1	\$	180.00	\$	180.00
Survey Project Manager	1	\$	160.00	\$	160.00
Survey Crew	0	\$	190.00	\$	-
Senior CADD Technician	2	\$	130.00	\$	260.00
Survey CADD Technician	3	\$	115.00	\$	345.00
					<hr/>
					\$ 1,190.00

Subtotal - Labor

\$ 14,835.00

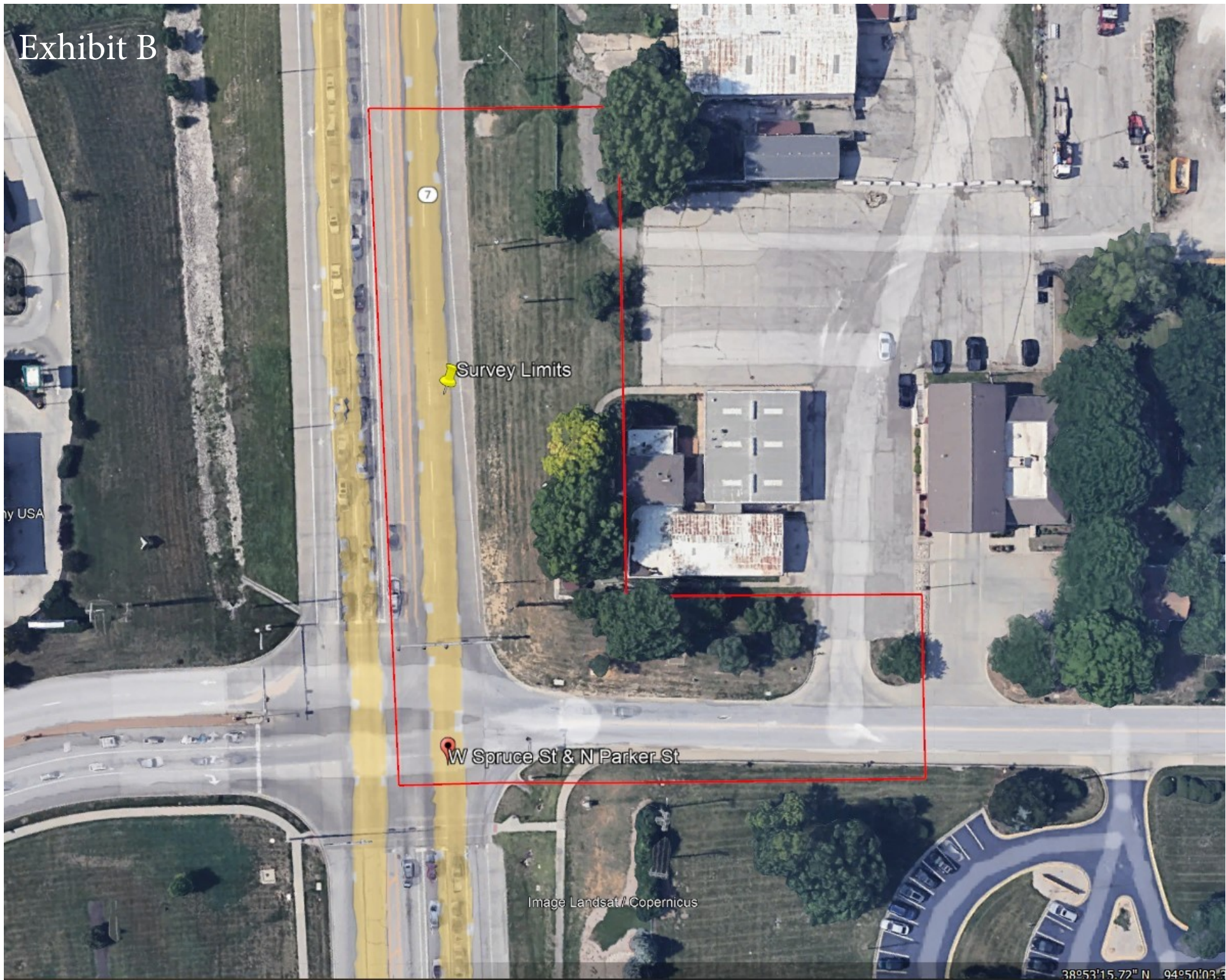
Reimbursables:

Task 2 - Monuments and Section Corner Filing	Lump Sum	\$	150.00
Task 5 - Ownership & Easement Reports	Lump Sum	\$	500.00
Subtotal - Reimbursables		\$	650.00

Total

\$ 15,485.00

Exhibit B



ny USA

7

Survey Limits

W Spruce St & N Parker St

Image Landsat / Copernicus

38°53'15.72" N 94°50'03.5"



Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

February 19, 2025

C25P2254 (Rev1-GEO)

Ms. Ashley Montgomery, PE
Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, Missouri 64114

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
CITY OF OLATHE PROJECT NO. 3-C-078-25
SPRUCE AND PARKER GEOMETRIC IMPROVEMENTS
OLATHE, KANSAS**

Dear Ms. Montgomery:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for geotechnical services for the above-referenced project.

The scope of services outlined below (the "Services") will be performed in accordance with the fee basis, time schedule and other pertinent information described herein. Please provide your authorization to proceed with the Services by returning a signed and dated copy of this letter.

PROJECT DESCRIPTION

The proposed project shall consist of the design of road improvements at the intersection of West Spruce Street and North Parker Street located in Olathe, Kansas.

SCOPE OF SERVICES

The purpose of the Services will be to develop design and construction recommendations for geotechnical aspects of the project as defined in the project description. The geotechnical recommendations will be based on the soil, rock and groundwater conditions encountered in the borings at the time of exploration. You will be advised during the course of the exploration if conditions requiring additional exploration are present.

Geotechnical Field Exploration and Laboratory Testing

The geotechnical evaluation will consist of drilling one (1) boring for the proposed retaining wall and turn lane. The planned depth for this boring is fifteen (15) feet. A boring log to identify soil stratum layers at the location bored will be provided.

A geologist will log the borings in the field. Field services will include traffic control as needed.

Soil samples will be obtained from the borings at nominal intervals of 5 feet or detected changes in soil strata. Samples will be obtained by standard penetration test methods or 3-inch O.D. thin-walled Shelby tubes, as soil conditions warrant.

The groundwater level will be observed in each boring at the time of drilling and approximately 24 hours after completion, or upon leaving the project site, whichever is sooner, unless it is necessary to backfill a boring immediately after drilling.

Laboratory tests such as moisture content, dry density, Atterberg limits, and unconfined compressive strength of soil and rock will be performed to establish physical and engineering characteristics of the soil and bedrock stratum.

Geotechnical Engineering Analyses and Report Preparation

Engineering analyses will be performed for development of foundation design recommendations and pavement section. The analysis report will include:

- Documentation of the field and laboratory phase of the exploration.
- Summarization of the soil, rock and groundwater conditions and their effect on the proposed construction.
- Detailed boring logs and site plan indicating boring locations.
- Identification of possible areas where deleterious materials may be encountered, their effect on construction, and methods of remedial treatment.
- Suitability of on-site material for use as fill and its effect on foundation and slab-on-grade performance.
- Recommendations for site grading including excavation, site preparation, fill placement, compaction, subgrade protection, and anticipated problems.
- Recommendations and parameter development for retaining wall with foundation recommendations.
- Discussion of unusual site features which require additional consideration.

Other illustrations will be included as necessary to clarify engineering recommendations.

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

By execution of this agreement, the Client agrees to coordinate with the City of Olathe to obtain access permission for KVE to enter the properties for drilling. It is anticipated that the borings will be accessible to a truck mounted drill rig. If additional work to allow rig access is required, further fees will apply and will be quoted to you separately.

Borings will be backfilled with drill cuttings or bentonite, as appropriate. Excess drill cuttings will be mounded over the borehole in grassed areas. When borings are made in paved areas, the excess cuttings will be removed from the boring location to a designated on-site location. Borings located in asphalt or concrete will be patched with a similar material. Borings filled with cuttings may slump and may require periodic filling by Client or Owner.

KVE will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Client and KVE acknowledge that geotechnical drilling in unpaved areas may create minor rutting and vegetative disturbance. KVE shall backfill the rutting with material and return the rutted area to the same or substantially similar condition as existed prior to the drilling.

Boring Location

KVE shall provide a boring location to Client for review and approval before beginning field work. Borings will be located in the field by measurements from on-site physical features.

Utilities

Utility companies will be notified to identify, to the extent possible, the location of underground utilities and other subterranean structures. Public utilities will not provide information beyond service connections. Information between service connections and a structure must be provided by the owner or his representative.



KAW VALLEY ENGINEERING

2025 Standard Hourly Rate Schedule

This rate schedule is updated once each year in January, and the current rates in effect at the time of service shall apply.

Design Services

Principal	\$245.00
Project Manager.....	215.00
Structural Engineer	200.00
Senior Design Engineer.....	200.00
Design Engineer	165.00
Intern Engineer	130.00
Senior CADD Technician.....	130.00
CADD Technician	115.00
Administrative Assistant	75.00

Surveying Services

Survey Principal	\$180.00
Survey Project Manager	160.00
Professional Land Surveyor.....	145.00
1 - Person Survey Party with Standard Equipment	150.00
2 - Person Survey Party with Standard Equipment	190.00
Survey Party Leader	115.00
Survey Party Technician	75.00
Survey CADD Technician	115.00
Senior Survey CADD Technician.....	130.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning.....	45.00
GeoSLAM Mobile 3D LiDAR Scanning.....	55.00
UAS Drone.....	150.00
ATV Equipment.....	250.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$120.00
Geotechnical Engineer.....	200.00
Materials Engineer	175.00
Registered Geologist	110.00
Truck-Mounted Drill Rig with Crew	225.00
ATV-Mounted Drill Rig with Crew	250.00
Engineer Technician	80.00
Senior Engineer Technician.....	95.00
Non-Destructive Testing Technician.....	120.00

In addition to the above, reimbursement shall be made for expenses incurred in connection with the project, such as filing fees, print, research materials, equipment rental, mileage, per diem, postage and handling, and any other related expenses will be billed at their direct cost. Subcontracted labor, technical photography, and other direct job costs will be billed at their direct cost.

PRINTING & COPYING

Miscellaneous Expenses	At direct cost
Walk-In Customers	\$10.00 flat fee
Mylar	10.00 / sheet
Bond	2.50 / sheet
8½" x11" (Black & White).....	0.50 / sheet
11"x17" (Black & White)	0.80 / sheet
8½" x 11" (Color).....	1.50 / sheet
11" x 17" (Color).....	2.50 / sheet

EQUIPMENT

Vehicle Mileage (Truck or Auto)	\$0.70 / mile
Vehicle Mileage (Drill Rig)	\$5.00 / mile

Hourly Rate Sheet 2025.docx. 1224



**Geotechnical Lab Testing
2025 Schedule of Fees
(Kansas City Metro Area)**

WORK ITEM	UNIT	UNIT PRICE
SOIL TESTING		
Natural Moisture Content (sample returned to lab) (ASTM D2216)	Each	\$ 20.00
Sample Unit Weight	Each	\$ 15.00
Atterberg Limits	Each	\$ 100.00
Grain Size (Sieve and Hydrometer) Analysis	Each	\$ 225.00
Specific Gravity, -#4 (ASTM D 854)	Each	\$ 175.00
Organic Content by Ignition Furnace (ASTM D2974)	Each	\$ 120.00
California Bearing Ratio (not including Proctor curve)	Each	\$ 350.00
Moisture Density Relationship (ASTM D 698)	Each	\$ 200.00
Moisture Density Relationship (ASTM D 1557)	Each	\$ 250.00
Unconfined Compression - Soil	Each	\$ 70.00
Unconfined Compression - Rock	Each	\$ 85.00
Consolidation Test (0.25 tsf to 16 tsf) with rebound curve	Each	\$ 650.00
Oedometer shrink/swell test with expansion pressure	Each	\$ 275.00
Triaxial Compression, UU, (ASTM D 2850), (per point)	Each	\$ 160.00
Triaxial Compression, UU, Backpressure Saturated, (per point)	Each	\$ 260.00
Triaxial Compression, CU, with pore pressure measurement, (per point)	Each	\$ 260.00
Soil Resistivity (Lab)	Each	\$ 275.00
Direct Shear (Set of 3 samples) (ASTM D 3080)	Each	\$ 475.00
Relative Density (ASTM D 4253/4254)	Each	\$ 275.00
Flexible wall permeability test (Undisturbed Sample)	Each	\$ 375.00
Flexible wall permeability test (Remolded Sample)	Each	\$ 500.00
Corrosivity Test	Each	\$ 275.00
Shrinkage Limit	Each	\$ 300.00
<p>Note: Hourly and Mileage rates are charged portal to portal; laboratory testing rates are based on samples delivered to lab, fees for obtaining samples will be billed at basic hourly and mileage rates. Time in excess of 8 hours a day, Saturday, Sunday, and holidays will be billed at the above standard rates.</p>		

EXHIBIT C
Fee & Rate Schedule

Spruce and Parker Geometric Improvements-PC 3-C-078-25

		Project Manager / Senior Engineer	Quality Control/Senior Advisor	Roadway Design Lead	Roadway Design Engineer	Retaining Wall Design	Signals	Public Involvement	Technician/Assistant	Construction Estimator	Administrative Support	Labor Hours	Labor Cost	
Staff Name:		Montgomery	Myers	Vermeer	Waid	McKillop	Karagiorgas	Green	Feston	Tomison	Velasquez			
Bill Rate:		\$243.00	\$243.00	\$222.00	\$195.00	\$195.00	\$195.00	\$195.00	\$120.00	\$222.00	\$165.00			
Task	Description													
1.0	Project Administration	Est. No. Shts												
1.01	Project Initiation and Controls (Project and budget set up)		4								4	8	\$1,632.00	
1.02	Internal Kickoff Meeting (assumes 4 people for 1 hour)		1		1	1	1					4	\$855.00	
1.03	External Kickoff Meeting + Minutes (assumes 3 people for 2 hours)		2	2	2							6	\$1,416.00	
1.04	External Progress Meetings + Minutes (virtual)(1 hour/month, 6 months major design timeframe)		8									8	\$1,944.00	
1.05	Internal Progress Meetings (Roadway and RW) (3 meetings with 2 people each)(.5hr)		1.5		0.5	0.5	0.5					3	\$670.50	
1.07	Project Management (2 hours/month, 10 months)		20									20	\$4,860.00	
Total 1.0 Project Administration			36.5	2	3.5	1.5	1.5	0	0	0	4	49	\$11,377.50	
2.0	Preliminary Design (30%)	Est. No. Shts												
2.01	Survey Investigation (Subcontractor)- Lidar and Ground Survey		2									2	\$486.00	
2.02	Geotechnical Investigation (Subcontractor)- Total 1 boring		2									2	\$486.00	
2.03	Roadway 2D Design					8						8	\$1,560.00	
2.03A	Roadway 3D Modeling			2	16							18	\$3,564.00	
2.04	Utility Coordination (calls with utility companies for schedules, easements, and planned upgrades, Kansas One call coordination, submit non-response tickets, utility conflict log)		2			8						10	\$2,046.00	
2.05	30% Preliminary Plans													
2.05A	Title Sheet	1			2				4			6	\$870.00	
2.05B	General Layout with Survey Reference (1"=100' scale)	1		1	2				8			11	\$1,572.00	
2.05C	Plan and Profile (spruce street and driveway)(1"-50' H and 1"=10'V)	3		1	8				12			21	\$3,222.00	
2.05D	General Notes	1			2				8			10	\$1,350.00	
2.05E	Typical Sections	1			4	4			8			16	\$2,520.00	
2.05F	Demo Plan/Site grading	1		1	2				4			7	\$1,092.00	
2.05G	Intersection Layout Sheets (1"=10' H scale)	1		1	2				4			7	\$1,092.00	
2.05H	Cross Sections (every 25')- 3 sections per sheet	3		1	8	2			12			23	\$3,612.00	
2.06	Quality Control			4								4	\$972.00	
2.07	Construction Opinion of Cost Estimate									4		4	\$888.00	
2.08	Public Meeting # 1- in person (assumes 2 people for 3 hours). Stakeholders meeting - (assumes 1 meeting with 2 people for 3 hours)		6		6							12	\$2,790.00	
2.08A	Public Meeting # 1 Content-Create 3 project exhibits, meeting agenda, meeting handouts, meeting minutes)		4					4	4			12	\$2,232.00	
2.09	Field Check Meeting and Minutes (assumes 1 meeting with 2 people for 2 hours)		3		2							5	\$1,173.00	
2.10	Utility Coordination Meeting #1 (assumes 1 meeting with 3 people for 2 hours)+ minutes		3		2	2						7	\$1,563.00	
2.11	Distribute Preliminary Plans to Utility Companies and review comments					6						6	\$1,170.00	
Total 2.0 Preliminary Design Hours		12	22.0	4.0	17.0	70.0	6.0	0.0	4.0	64.0	4.0	0.0	191.0	\$34,260.00
3.0	Right of Way Design (60%)	Est. No. Shts												
3.01	Address Comments from Field Check Review				2	2			8			12	\$1,740.00	
3.02	Project Site Visit		2	2	2							6	\$1,416.00	
3.03	Utility Coordination (follow up phone calls and submit ROW plans (CADD)					8						8	\$1,560.00	
3.04	60% Right of Way Plans													
3.04A	Retaining Wall Plan and Profile sheet	1				12			8			20	\$3,300.00	
3.04B	Utility Plan Sheets (utilities shown in color)	1				6			4			10	\$1,650.00	
3.04C	Right of Way Plan Sheets (property acquisition shown in color)	1		2	8				8			18	\$2,964.00	
3.04D	Signal Plan Sheet	1					8		4			12	\$2,040.00	
3.05E	Signal Wiring Plan (signal head)	1					8		4			12	\$2,040.00	
3.05F	Electrical Bill of Materials (Standard City of Olathe) sheet	1					2		2			4	\$630.00	
3.05G	Signal Details (Standard City of Olathe (5) sheets	5					1		8			9	\$1,155.00	
3.05H	Signal Technical Specification Sheet (Standard City of Olathe (4) sheets	4					1		8			9	\$1,155.00	

3.05	Update Construction Opinion of Cost Estimate										4		4	\$888.00
3.06	Quality Control			2									2	\$486.00
3.07	Utility Coordination Meeting #2 (assumes 1 meeting with 3 people for 2 hours)+ minutes		3		2	2							7	\$1,563.00
Total 3.0 Right of Way Design Hours		15	5.0	4.0	6.0	26.0	14.0	20.0	0.0	54.0	4.0	0.0	133.0	\$22,587.00
4.0	Final Design (100%)	Est. No. Shts												
4.01	100% Plan Set													
4.01A	Title Sheet	1				1				1			2	\$315.00
4.01B	General Layout (1"=100' scale)- Survey Data	1				1				1			2	\$315.00
4.01C	Summary of Quantities Sheet (Final takeoff)	1			1	8				4			13	\$2,262.00
4.01D	Plan and Profile (street and driveway)(1"=50' H and 1"=10'V)	2				2				2			4	\$630.00
4.01E	Retaining Wall Plan and Profile sheet	1					2			2			4	\$630.00
4.01F	General Notes	1				1				2			3	\$435.00
4.01G	Typical Sections	1				1				2			3	\$435.00
4.01H	Demo Plan/Site grading	1								2			2	\$240.00
4.01I	Intersection Layout Sheets (1"=10' H scale)	1				1				1			2	\$315.00
4.01J	Standard Detail Sheet (Type A curb, two handrail, commercial entrance)	1				1				6			7	\$915.00
4.01K	Cross Sections (every 25')- 3 sections per sheet	3				1	1			4			6	\$870.00
4.01L	Traffic Control Sheets	2			1					4			5	\$702.00
4.01M	Traffic Control Details	4				1				8			9	\$1,155.00
4.01N	Pavement Marking Plan (1"=20' scale)	1				2				4			6	\$870.00
4.01O	Utility Plan Sheets (utilities shown in color)	1				1				2			3	\$435.00
4.01P	Erosion Control Plans (1"=20' scale)	1				2				8			10	\$1,350.00
4.01Q	Erosion Control Details (silt fence, compost berm, gravel bag inlet)	2				2				4			6	\$870.00
4.01R	Right of Way Plan Sheets (property acquisition shown in color)	1				1				2			3	\$435.00
4.01S	Signal Plan Sheet	1						2		1			3	\$510.00
4.01T	Signal Wiring Plan	1						2		1			3	\$510.00
4.01U	Electrical Bill of Materials (Standard City of Olathe) sheet	1								1			1	\$120.00
4.01V	Signal Details (Standard City of Olathe (5) sheets	5						1		1			2	\$315.00
4.01W	Signal Technical Specification Sheet (Standard City of Olathe (4) sheets	4						1		1			2	\$315.00
4.02	Final Construction Opinion of Cost Estimate										4		4	\$888.00
4.03	Quality Control Review			8									8	\$1,944.00
4.04	Address Final Plan Comments/Submit sealed plans				1	2				4			7	\$1,092.00
4.05	Project Specifications/Manual		14	1									15	\$3,645.00
4.06	Plans and Contract Documents (5 full size plan sets, 8 half size sets, 10 spec books)					1							1	\$195.00
Total 4.0 Final Design Hours		38	14.0	9.0	3.0	29.0	3.0	6.0	0.0	68.0	4.0	0.0	136.0	\$22,713.00
5.0	Bidding and Construction Services	Est. No. Shts												
5.01	Respond to Bidder Request for Information During Bidding Process		4			4							8	\$1,752.00
5.02	Addendum Documents during bidding process		2			4							6	\$1,266.00
5.03	Public Meeting # 2 Meet the Contractor (assume one virtual meeting with 2 people for 2 hours) one virtual exhibit, agenda, meeting materials		2		2				2				6	\$1,320.00
5.04	Review Shop Drawings (includes retaining wall and asphalt submittals)					2	2						4	\$780.00
5.06	Pre-Construction Meeting - one meeting for 2 hours		2										2	\$486.00
5.07	Prepare As Built Drawings		4		2					8			14	\$2,376.00
Total 5.0 Support During Bidding Hours			14	0	4	10	2	0	2	8	0	0	40	\$7,980.00
Total Labor Hours			91.5	19.0	33.5	136.5	26.5	26.0	6.0	194.0	12.0	4.0		
Bill Rate			\$243.00	\$243.00	\$222.00	\$195.00	\$195.00	\$195.00	\$195.00	\$120.00	\$222.00	\$165.00	549	\$98,917.50
Total Labor Cost			\$22,234.50	\$4,617.00	\$7,437.00	\$26,617.50	\$5,167.50	\$5,070.00	\$1,170.00	\$23,280.00	\$2,664.00	\$660.00		

Surveying	\$ 15,485.00
Geotech.	\$ 8,395.00
Public Meeting and Plan Set (Printing):	\$ 850.00
Total NTE Amount:	\$123,647.50

EXHIBIT D

LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

Complete submittal of these documents is required 7 months prior to bid opening.

- ___ Determine what types of easements are required for each tract:
 - i.e. Street Dedication; Permanent Street Easement; Temporary Construction Easement; Permanent Utility Easement; Permanent Drainage Easement; Permanent Sanitary Sewer Easement; Permanent Waterline Easement; Permanent Sidewalk & Utility Easement; Permanent Wall Easement; Permanent Bike Trail, Utility & Recreational Easement.

- ___ REQUIRED INFORMATION:
 - a) City Project No. and Project Name
 - b) Current Ownership (both husband and wife's name, even if only owned by one spouse)
 - 1) If a trust, the name and date of the trust
 - 2) If a corporation or LLC, state of incorporation or formation
 - 3) If partnership, full name of partnership
 - c) Johnson County Parcel ID number
 - d) Number the tracts in the project (up one side and down the other) (Tract No. __)
 - e) Situs Address
 - f) Mailing Address
 - g) Legal description of the new taking, including total square footage
 - h) Tract map
 - i) Ownership & Encumbrance (O&E) title report, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements, leases (if recorded) and any other encumbrances upon the property. This requirement also includes tracts where only a temporary construction easement is needed.
 - j) Copy of last deed(s) of record. If an undivided interest is conveyed in the deed, provide copies of all deeds which comprise the whole interest. (If undivided one-half is conveyed to husband's trust and undivided one-half interest is conveyed to wife's trust, provide copies of both deeds.
 - k) Common errors to avoid – verify marital status. *BEFORE SUBMITTING DOCUMENTS TO CITY OF OLATHE VERIFY THE O&E'S TO ENSURE OWNERSHIP HAS NOT CHANGED.*

_____ Tract Map will be considered complete when it contains the following information (example available upon request):

- a) Map of entire property (May not be possible on large parcels and still showing legible taking) showing location of the proposed easement(s) and existing easements. Any trees to be removed, fences to be moved, monument signs, and irrigation systems should be noted on the plans. Outlines of buildings are to be shown on the plans so that it is evident how close the easements are to the existing building. Dimensions/bearings for easements to be clearly shown on map. It is acceptable to place all easements on one exhibit as long as each easement is easily identified. If the exhibit is too cluttered, then the easements should be placed on separate exhibits with permanent easements on one exhibit and temporary easements on a separate exhibit. **EASEMENT SHALL BE CLEARLY VISIBLE ON DRAWING.** Johnson County Register of Deeds scans the recorded easement in black and white, so be aware of this when drawing the easement on the tract map. Make sure easement area can easily be seen in black and white.
- b) Property owner's names, mailing address, situs address (if different from mailing address), Johnson County Parcel ID number, and tract number.
- c) Map of tract should show dimensions of tract and property lines clearly marked.
- d) Common errors to avoid: North arrow pointing in the wrong direction, verification that the easement legal description closes upon itself.

_____ Legal description and tract maps shall be signed by a Registered Land Surveyor stating that the ownership, easement legal descriptions, description in the deed for the entire tract only when a total property taking is occurring, and surveys for the easement area have been personally reviewed and determined to be accurate in accordance with the plans for the project. The consultant shall make corrections, at no cost to the City, to fix errors determined by the City or the Johnson County Register of Deeds that are the responsibility of the Registered Land Surveyor. These errors may include but are not limited to clerical errors, inconsistencies between the easement legal description and tract map, easement legal description not closing upon itself, or other errors in requirements on this checklist. **Both legal description and tract map(s) shall be marked Exhibit "A" as referenced in the easement documents.**

_____ Appropriate easement document in Word (sometimes referred to as "front end" document). PDF's are available on the City's website (<http://www.olatheks.org/government/public-works/dedications-easements>).

Word copies can be obtained by contacting the Olathe Public Works Department Project Manager.

_____ Submit Documents to Public Works staff in electronic format:

- Word copy of legal description
- PDF of signed and sealed legal description

- Tract map signed and sealed
- Word copy of easement ("front end") document
- O&E title report
- Last deed of record

EXHIBIT E

Utility Coordination Olathe CIP projects

Each project is unique and can be expected to have varying degrees of impact to utilities ranging from minor adjustments to complex and lengthy relocations. A successful utility coordination process has three main facets simplified to:

- What is in conflict
- Where it will be moved
- How long it will take to move it

The checklist below is a tool to help with this process.

The city's project design firm will have primary responsibility for Coordination and Design phases with participation from the city staff. The city staff will have primary responsibility for Construction (utility relocate) phases. City staff may consult with the project design firm if changes or issues arise during the construction phase.

Please also reference APWA Section 5900 – Best Management Practices: Utility Coordination for CIP

- Design Firm/Surveyor call in locates early in the project design phases**
 - Note – often utilities will be labeled clear or fail to mark lines as part of a design ticket. Non-response tickets may be required. Additional issues shall be reported to the City for assistance.

- Project notice to utilities as soon as utilities in the project footprint have been identified (notify all utilities listed on KS One Call tickets)**
 - Describe project improvements
 - Request detailed existing mapping
 - Request documentation of any private easements and claims for reimbursement
 - Provide a general schedule and include a response by date
 - Copy Project Manager and Utility Coordinator

- Survey locates (as much detail as possible) once all utilities have been marked as per locate requests**
 - Survey locate marks by provider
 - Survey utility boxes, vaults, and other structures (make note of provider)
 - Make note of overhead infrastructure in addition to each power pole.
 - Transformers, COM attachers, power or COM risers, guy wires, etc.

- Incorporate survey into project plans for 30% submittal**

(Any utility line work on plans shall only be from survey of utility marks or pothole points. Small gaps can be filled by mapping info and needs to be noted as such)

 - Label lines and facilities **by provider**
 - Include boxes, vaults, and other structures (by provider)
 - Note overhead infrastructure in addition to each power pole
 - Transformers, COM attachers, power or COM risers, guy wires, etc...
 - See **EXHIBIT E.1** for examples of how information will need to be captured.

- Some providers may only be labeled by CATV and will require further coordination to confirm ownership of lines.
 - Review existing mapping to help identify any lines or other infrastructure that may have been missed during locates and survey.
 - Utility lines shall NOT be added to project plans based on mapping or as-built info only.
 - Utilize utility information obtained to minimize utility impacts when possible during project design.
- **Project design firm to generate a master utility plan (may not apply to all projects)**
- Utilities labeled by provider and in applicable colors.
 - Denote utilities that are to be abandoned or vacated.
 - Recommend alternate routes to avoid points of conflict such as proposed storm crossing or conflicts with other utility relocations when possible.
 - Continue to update sheets as utility relocate plans are received.
- **Conflict analysis based on survey, mapping, and other info**
- X-Y locations that may be impacted by Z axis improvements (pothole recommendations)
 - Consider not only project improvements but also constructability.
 - Over dig for walls, storm sewers, etc.
 - Additional depth for rock
 - *Potholing is the responsibility of each individual utility*
 - The City's project team may elect to also pothole private utilities when it is determined beneficial to the project.
 - The project design firm shall make a list of potential conflict points for discussion at the utility meetings. (Individual utility companies should also be doing the same)
 - When making a list, keep in mind utility locates are not always accurate so infrastructure near proposed improvements may need to be added to the list for discussion (share this list for comment by the City).
- **Project design firm to help prioritize location of utilities when overlapping potential relocate paths are identified (ongoing throughout project).**
- Identify opportunities for joint trenches when possible or in tight areas of the project.
- **Design Firm to notify all parties when project plans change (ongoing throughout project).**
- Reevaluate/conflict analysis in areas of change
- **Pre-utility meeting – “plan of attack discussion” prior to utility meeting #1 (city and design team)**
- What is the utility due date?
 - What are the utility schedule milestones?
 - Start to develop overall utility schedule.
 - Are there project pinch points?
 - Identify any utilities claiming private easement/ reimbursement.
 - Is there project phasing that should be prioritized by utilities too?
 - How are utility meetings to be setup for the project? Joint meetings then individual?
 - Other?

- **Utility Meeting #1 around 30% plan submittal**
 - Schedule
 - Request any existing mapping or private easement information not yet collected.
 - Early project overview and potential opportunity to adjust project improvements around utilities.
 - Distribute meeting minutes.

- **Individual Meetings ongoing as needed**
 - Schedule
 - Overall review of any likely points of conflict or other concern.
 - Discussion of where/how utilities will relocate.
 - *Example: if a proposed relocate is navigating storm sewers and grade cuts, is there a different path to simplify the relocate and setup the project for success?*
 - Distribute meeting minutes.

- **Utility Meeting #2 before 60% plans**
 - Schedule
 - Discussing progression of relocate plans
 - Distribute meeting minutes.

- **Utility providers to generate relocate plans on a timeframe agreed upon during coordination meetings.**
 - The design firm and City shall review relocate plans.
 - Consider including relocate plans in master utility plans
 - The design firm will gather any comments and respond accordingly to the utility.
 - Further review of revisions shall continue until the project team has no additional comments to relocate plans.
 - The design firm will incorporate relocate plans in to project plans and master utility plan sheets.

HANDOFF POINT WHERE PRIMARY DUTIES SHIFT TO THE CITY UTILITY COORDINATOR (Design firm may have incidental involvement as needed). A FEW OF THESE DUTIES ARE NOTED BELOW:

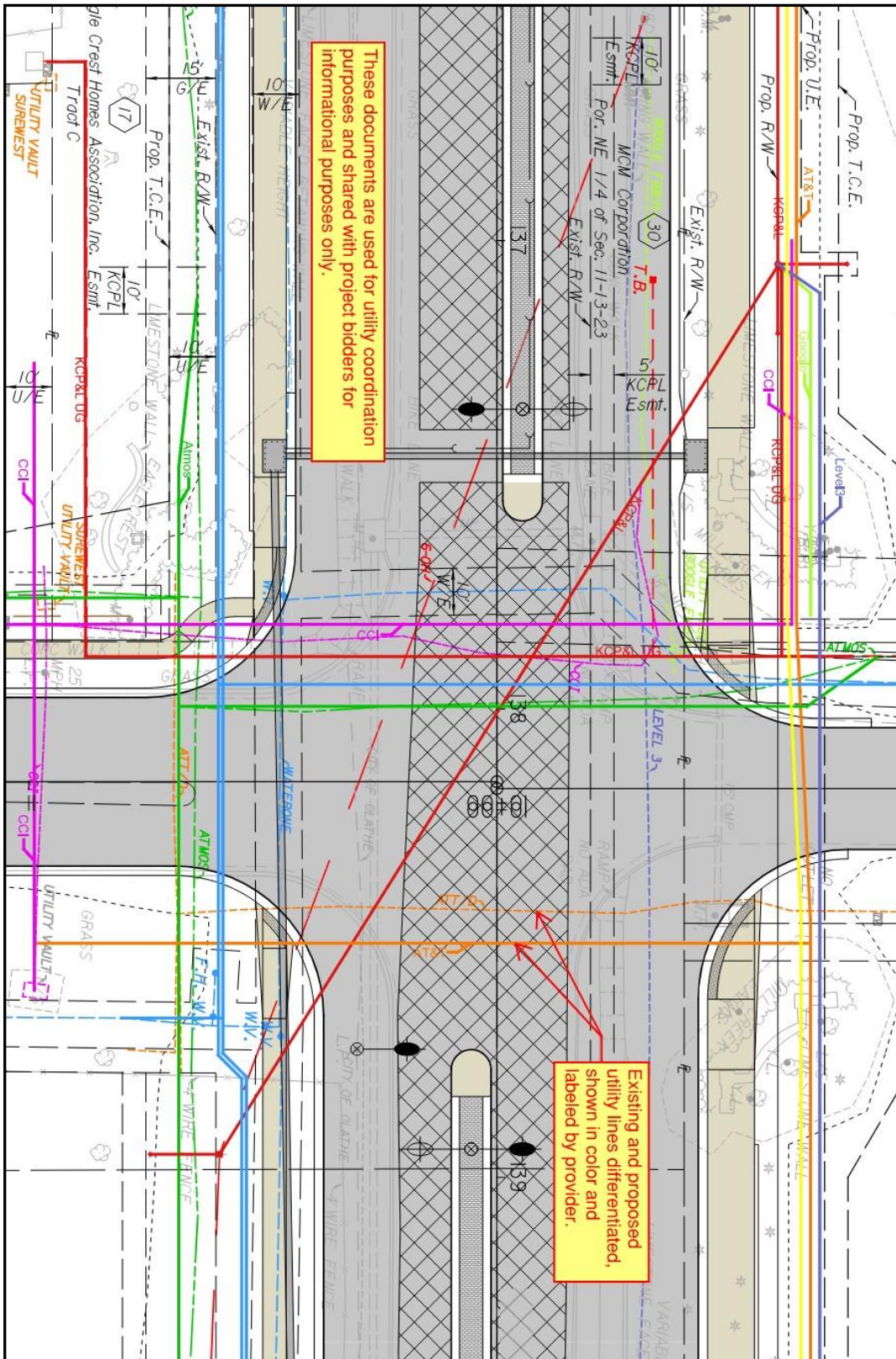
- **Utility Company and/or contractor to obtain a ROW permit prior to starting.**
 - The city will review the permit to confirm it matches previously reviewed relocate plans.

- **Utility Coordinator will check on utility construction, progress, and compliance with relocate plans.**

- **Utility Coordinator to look for potential oversights or other points of conflict not covered in the relocate plans.**
 - Minor issues may be addressed in the field by the City Utility Coordinator.
 - The City Utility Coordinator will reengage the project team and utility provider with any issues found requiring additional coordination.

- **Utility Coordinator to provide design firm and PM periodic updates on progress.**

EXHIBIT E.1



These documents are used for utility coordination purposes and shared with project bidders for informational purposes only.

Existing and proposed utility lines differentiated, shown in color and labeled by provider.

EXHIBIT F

CITY OF OLATHE INSURANCE REQUIREMENTS

A. Insurance. Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000
Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability: Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must

include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000

B. Exposure Limits. The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.

C. Costs. The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.

D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Subconsultant's Insurance: If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.

EXHIBIT G
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 12/1/2025 3/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 MONTGOMERY, ASHLEY	INSURER A : Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B : Steadfast Insurance Company 26387	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21512131 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TB2-641-432888-474	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	AS2-641-432888-044	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-641-432888-014	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-04	12/1/2024	12/1/2025	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT: SPRUCE AND PARKER GEOMETRIC IMPROVEMENTS. CITY OF OLATHE ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM.

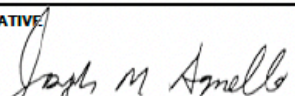
CERTIFICATE HOLDER 21512131 CITY OF OLATHE ATTN: CHAD JONES 1415 S ROBINSON DRIVE. OLATHE, KS 66061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT H
Certificate of Good Standing to Conduct Business in Kansas

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 7075690

Business Name: BURNS & MCDONNELL ENGINEERING COMPANY, INC.

Type: Foreign For-Profit Corporation

Jurisdiction: Missouri

was filed in this office on October 03, 1973, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day February 27, 2025.

A handwritten signature in black ink, reading "Scott Schwab". The signature is written in a cursive, flowing style.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE