

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and HNTB CORPORATION, hereinafter "Consultant" (collectively, the "Parties").

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

Quivira Road, 143rd and 151st, Improvements
Project No. 3-C-011-24

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 Million Three Hundred Forty-nine Thousand Eight Hundred Forty Dollars (\$1,349,840), 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 Three Hundred Thirteen Thousand Five Hundred Thirty-five Dollars (\$313,535) 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.
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 April 30, 2027.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services in all phases of the Project to which this Agreement applies as herein provided 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 and the Parties shall mutually agree in writing the amount of any adjustments to the Total Fee

and/or Schedule required as a result of such revision.

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 negligent acts, errors or omissions. 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: Gretchen Ivy, HNTB. 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. (DELETE THIS SECTION IF NO SUCH TESTING IS REQUIRED FOR THE PROJECT AND RE-NUMBER THE BALANCE OF SUBSECTION E). Since subsurface conditions can change over time due to both the natural and manmade forces, including changes in condition or use of adjacent properties, the Consultant nor its geotechnical subconsultant shall be held responsible if the conditions encountered after the date of the analysis are different from those inferred by the test borings or the project details and information provided to the Consultant and its subconsultant changes. The geotechnical engineering recommendations are an evaluation of subsoil performance based on the geotechnical engineer's experience and professional opinion. These services shall be performed with the degree of skill and care normally utilized by other members of the geotechnical engineering profession currently practicing in the general location. No other warranty is either express or implied. Any use or reuse of the report for any purpose other than as specifically intended hereunder without written verification by the geotechnical engineer shall be at the user's own risk.
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 a minimum 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.

H. RIGHT TO RELY

Notwithstanding anything to the contrary, City represents to Consultant that Consultant may reasonably rely on any content, information, materials, and documents provided by City, in connection with Consultant's performance of the Professional Services pursuant to this Agreement. City further represents that Consultant shall not be responsible for verifying or ensuring such content, information, materials, and documents do not violate or infringe any law or other third-party rights. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, information, materials, or documents. Consultant shall not be liable for any errors, omissions, or deficiencies in Consultant's Professional Services resulting from inaccurate or inadequate content, information, materials, and documents furnished by 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; (2) provide a cure or submit a plan for cure in the case of City's notice for cause; or (3) 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. 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

HNTB CORPORATION
Attn: Aaron Castro
6300 Sprint Parkway, Suite 300
Overland Park, KS 66211

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 and 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. Any use except for the

specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to consultant.

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, upon full payment to Consultant therefore, 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. The Parties agree and acknowledge that the Consultant Documents are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of the Project or on any project, however, provided that 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 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. 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, to the extent caused by or connected with the performance of services under 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. 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.

H. 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.

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. 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.

L. FEDERAL LOBBYING ACTIVITIES

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection

with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the City's Project Manager and must be returned to City with other final contract documents. It is the responsibility of Consultant to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

M. 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.

N. 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.

O. 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**).

P. 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.

Q. 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.

R. 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.]

S. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Robert S. Gallimore
City Attorney or Deputy/Assistant City Attorney

HNTB CORPORATION

By: Gretchen Ivy
Gretchen Ivy, SVP, PE
6300 Sprint Parkway, Suite 300
Overland Park, KS 66211

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EXHIBIT A
Description of Project & Map

Exhibit A - Description of Project & Map

This project includes preliminary and final design, bidding and construction services as outlined in Exhibit B, Scope of Services, to improve Quivira Road from a narrow 2-lane section to an improved 2-lane divided arterial section from 143rd Street to 151st Street.

Roadway improvements for Quivira Road will generally consist of reconstruction of the existing 2-lane section to a 2-lane divided arterial with a 45 mph design and posted speed. The improved roadway will include 5' bike lanes in each direction, a new median, a 10' wide sidepath on one side and 5' wide sidewalk on the other, a new enclosed storm sewer system, and street lighting in the median.

The typical section will include striped bike lanes on Quivira Road, 15' to 17' wide irrigated median with underdrains, 5' wide sidewalk, and 10' wide sidepath. There are two stream crossings on the project that will likely require Reinforced Concrete Boxes and there are 4 assumed retaining walls that will be needed along the corridor.

HNTB's detailed scope of services is attached.

The following map outlines the project area for the Quivira Road Improvements Project:

Quivira Road (143rd to 151st)

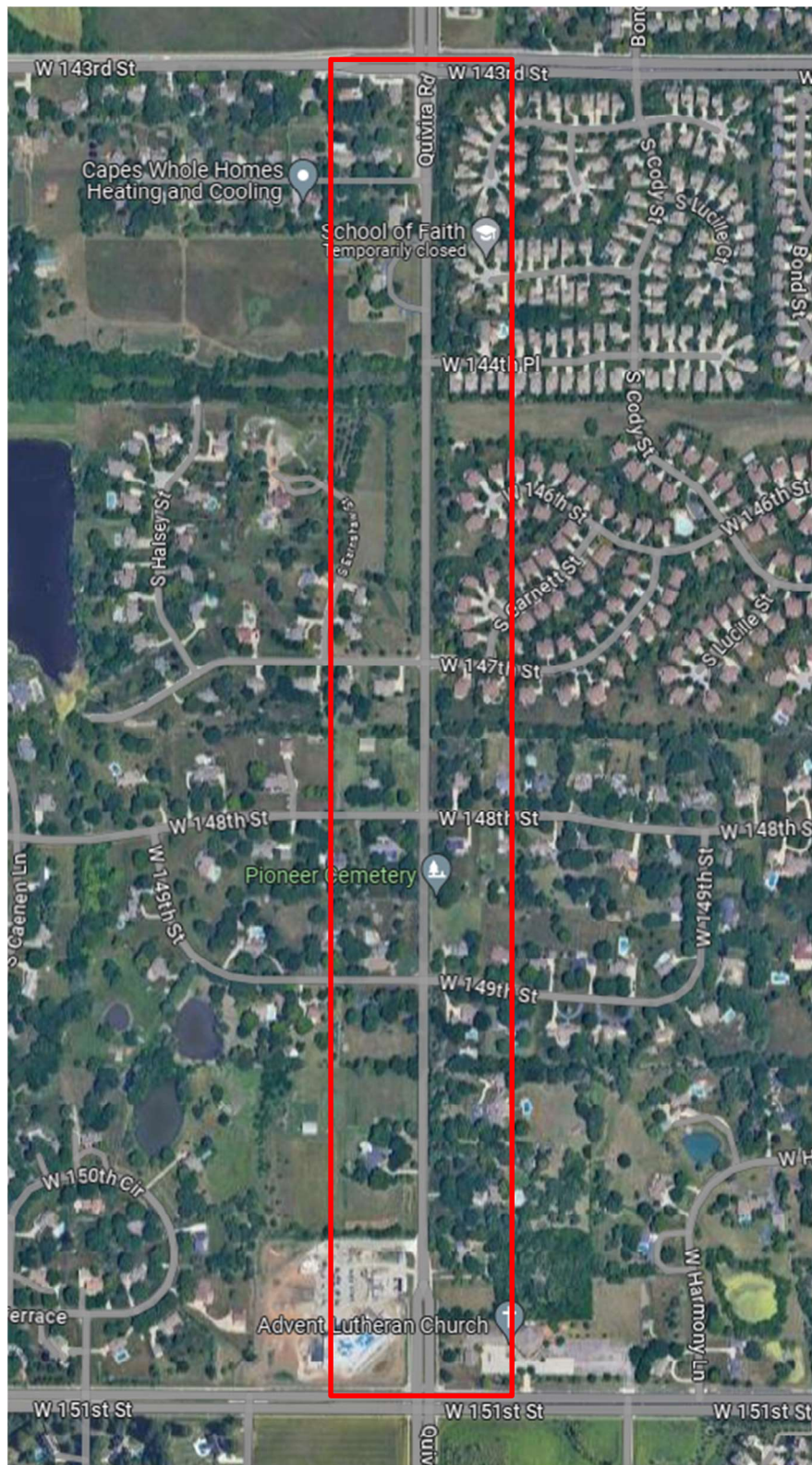


EXHIBIT B
Scope of Services

Exhibit B - Scope of Services

This scope of services is to prepare preliminary and final design plans, right-of-way documents, specifications, and bidding and construction services for the project as outlined in more detail herein. The City of Olathe (City) will administer and fund the design of the project. The City will be utilizing Kansas Department of Transportation (KDOT) Surface Transportation Program (STP) funds for construction. The City, a certified Local Public Authority (LPA) within KDOT's Bureau of Local Projects (BLP) program will administer the project. KDOT's BLP will be involved during reviews and other portions of the project.

Roadway improvements for Quivira Road will generally consist of widening the existing 2-lane unimproved section to a 2-lane divided arterial with a 45-mph design and posted speed. The widened 2-lane divided roadway will include a new 15-17' wide median with a 10' wide sidepath on one side and 5' wide sidewalk on the other, a new enclosed storm sewer system, and street lighting in the median. Additional turn lanes, median break locations, and future developments will be reviewed throughout the corridor. The typical section will include striped bike lanes on Quivira Road, median irrigation and underdrains. There are four anticipated retaining walls that may be required with the improvements.

The project will include an initial concept analysis to determine whether to use roundabouts or U-turn bump outs at the full-access median breaks (147th Street and 149th Street). No additional traffic analysis will be done with this scope of services. Additional scope includes survey of existing conditions, utility coordination, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents, etc.) needed for right-of-way or easements, permitting, plan preparation, assistance with bidding of the project for construction, and construction engineering assistance. Kaw Valley Engineering will perform applicable survey and geotechnical services including coordination with a geophysical surveyor to obtain ground penetrating radar (GPR) data for the Pioneer Cemetery. K&W Underground will provide up to 10 potholes for utility relocations assistance and Ecosystems will provide drip line irrigation design for the new median construction. Traffic control and sequence of construction plans will be developed.

Assumptions

For the purposes of developing this scope and fee, the following assumptions have been made:

- a. **General/Design Criteria** – Design and construction documents to use English units. Plans and contract documents for one construction project with a single letting. The City will administer this project as an LPA as part of KDOT's BLP program and will follow KDOT's "Local Public Authority (LPA) Project Development Manual." Improvements developed will be designed in conformity with the appropriate Olathe, State and Federal design criteria as set forth in the current versions of the standard

design documents. Exceptions will be noted and clearly communicated to the City of Olathe.

- b. **Traffic Analysis** – No traffic data collection or analysis assumed. Applicable traffic data and projections will be provided by the City of Olathe.
- c. **Design Surveys** – HNTB will contract with Kaw Valley Engineering (KVE) for surveying services. KVE will perform field surveys including establishing horizontal and vertical control, benchmarks, field located utilities, and full topography survey encompassing the project area. See KVE's attached Scope Services for additional details and assumptions.
- d. **Right-of-Way** – Kaw Valley Engineering will provide existing right-of-way and ownership and encumbrance reports as outlined in their attached scope of services. Preparation of front ends, legal descriptions, and tract maps for proposed right-of-way is included. Olathe will handle the appraisals and acquisition process with only minor coordination assistance by HNTB.
- e. **Utility Coordination** – HNTB will coordinate utility relocations for the project. HNTB will provide plan drawings to utility companies and will provide coordination services as outlined in the scope of services. Utility relocation plans will be developed by others. HNTB will facilitate and review potential pothole requests and information. Septic sewer systems are located in the project area (not necessarily the survey boundary). HNTB scope is limited to coordination with Johnson County Department of Health and Environment (JCDHE), septic sewer owners, and surveyor (KVE) for locating all septic lateral lines within the survey boundary only. Waterline impacts are anticipated and relocation design will be performed by HNTB on behalf of Olathe Water. It is anticipated that any waterline relocation work will be constructed with the roadway project due to cuts/fills on the project and will be included in the contract documents. No sanitary sewer impacts are anticipated and therefore no design is included in this scope of services.
- f. **Permits/Environmental** - It is assumed that HNTB will develop the application for the KDHE NPDES Notice of Intent (NOI) permit and likely the COE Nationwide 14 Permit request package. If a COE individual permit is determined to be required by the COE, that will be considered additional effort to this scope of services. Prior to bidding, HNTB will prepare the draft Stormwater Pollution Prevention Plan (SWPPP) for Contractor and the City of Olathe Land Disturbance Permit. No other permitting/environmental services are provided by HNTB with this agreement.
- g. **Storm Sewer Design** – HNTB will analyze the two low point crossings including the crossing just to the south of W 144th Place and the crossing between W 147th and W 148th Streets. It is assumed that both existing culverts will need to be replaced with road class RCBs. There are existing enclosed drainage sub-systems conveying runoff from the surrounding subdivisions that will be analyzed. Interactions and impacts with the existing drainage systems of the upstream and downstream will be considered. The existing drainage infrastructure along Quivira Road consists of both reinforced concrete and corrugated metal pipe (CMP) that was not installed with any consideration of future improvements. Due to this and the widened footprint and impacts of the proposed improvements, it is assumed the inlet and pipes will

- generally be replaced within the project limits. Capacity of downstream storm sewer and conveyance systems will not be evaluated, and runoff is not expected to increase significantly. HNTB will use City of Olathe standard details for storm sewer structures and no special structural details are anticipated or included.
- h. Geotechnical** – Kaw Valley Engineering will perform all geotechnical investigations and recommendations for the project. This includes the staking and surveying of boring locations and wall recommendations. It is assumed the pavement reconstruction and subgrade will utilize the City of Olathe standard arterial typical section. See KVE's attached Scope Services for additional details and assumptions.
 - i. Retaining Walls** – It is anticipated that 4 walls may be required for the project. Wall types are assumed to be Modified Integral Sidewalk Retaining Walls (ISRWs) that may require structural design.
 - j. Public Involvement/Stakeholder Engagement** – Three public informational meetings are assumed. HNTB will plan and organize logistics for public informational meeting including meeting notices, display boards, comment forms, sign in sheets, and public comment summarization. Per City direction, the public informational meeting during the ROW phase will be a hybrid meeting (in-person and online). All other meetings are assumed to be virtual meetings with a brief presentation and question and answer period. It is assumed that City staff will be responsible for any presentations to City council and HNTB will offer support materials as necessary. No Council presentations are assumed within HNTBs scope of services. Additional project meetings and individual stakeholder meetings are detailed in the Scope of Services.
 - k. Maintenance of Traffic (MOT)/Construction Sequencing** – The traffic control will consist of general phasing, sequence of construction, and a detour plan with the following assumptions:

 - Maintain local access during construction
 - Outline a staged construction plan with signed detour
 - l. Traffic Signals/Street Lights** – No traffic signal modifications are included with this scope of services. At the potential full access intersection pedestrian crossings, an evaluation of semi-controlled crossings with markings and Rectangular Rapid Flashing Beacon (RRFB) signs is included. The City of Olathe will provide final determination of any special marking/RRFB locations. Street lighting will be installed in the median using City of Olathe standards. No fiber interconnect is included within this scope of services.
 - m. Corridor Aesthetics/Landscaping Design** – This project will not include any detailed aesthetics or landscaping. The City of Olathe Parks Department will provide landscaping concepts with field check and final layouts to be incorporated with final plans for irrigation. Ecosystems will provide drip line irrigation design for the new median construction. Irrigation design is assumed for the median only.
 - n. Fencing/Private Features/ROW Acquisition** – Fencing plans are included in the construction plans along with identifying sprinklers as possible during field investigations and survey. Ultimately, it is assumed sprinkler impacts will be the roadway contractor's responsibility. Trees/plants to be removed will be identified

- as possible in the roadway plans but handled with ROW acquisition. Disturbance to existing monuments (HOA or otherwise) and other private landscape features will be compensated during the acquisition process and will not require design effort by HNTB. If design services are required, these can be negotiated under a supplemental agreement. HNTB will provide cost estimates for private improvement impacts (monuments, landscaping, etc.) during land acquisition phase.
- o. Construction Inspection/Observation** – No construction inspection/observation services (including any field monitoring of utilities during utility relocations) are included in this scope of services. This may be negotiated as a supplemental agreement when the project moves forward to construction.
 - p. Cost Estimates** - If all bids exceed HNTB's final cost estimate, and the City of Olathe chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then HNTB and the City of Olathe shall mutually agree in writing to the amount of any adjustments to the total fee and/or schedule required as a result of such revisions.

Deliverables

The following Deliverables will be developed:

- Preliminary (Field Check) Plans & Cost Estimate
- Right-of-Way Documents
- Final (Office Check) Plans & Cost Estimate
- Updates for Bidding (Plans, Specs, & Estimate) Plans & Contract Documents

Schedule

- Assumed Notice to Proceed (NTP) – January 23, 2024
- Preliminary (Field Check) Plans – August 2, 2024
- Right-of-Way Documents – October 25, 2024
- Final (Office Check) Plans – September 5, 2025
- Updates for Bidding Plans and Specs – October 31, 2025
- Assumed Bid Letting – February 2026
- Construction – 2026
- Assumed contract end date is April 30, 2027

The above schedule shall be adjusted based on changes necessitated by design reviews. If changes are encountered during design the schedule will be updated accordingly.

Quivira Road (143rd Street to 151st Street) Improvements 1/8/2024		Department Manager	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
Item of Work		\$265	\$200	\$165	\$125	\$135		
Task 1 - Preliminary Design Phase								
1.1	Concept Development							
1.1.1	Develop design criteria and detailed objectives for the project. Assume 45mph design and posted speed for Quivira Road	1	4	8			13	\$ 2,385
1.1.2	Request and review: Johnson County AIMS data, existing as-builts and plats, developer plans (assumes provided by Olathe), and Utility Requests		2	4			6	\$ 1,060
1.1.3	Assemble existing and projected traffic data. Does not include any new traffic counts but using existing data and projections provided by City of Olathe. Objective is to document concurrence and high level assumption and traffic data to be used on project plans title sheet.		2	4			6	\$ 1,060
1.1.4	Develop concept layouts at 147th and 149th for two alternative full-access intersections. Option 1) U-turn layout due to narrow median. Option 2) Single-lane roundabout option with no bypass lanes. The objective during concept development is to determine a preferred intersection type at these two intersections in order to provide reasonable access for residents along the corridor. Additionally, evaluate Pedestrian RFRB Plans for up to two intersections and confirm with the City of Olathe.		4	12	20	8	44	\$ 6,360
1.1.5	Develop two conceptual layouts of the southern leg of the Quivira Road and 143rd Street intersection. Option 1) Two northbound thru lanes with a dedicated right and left turn lane which will require shifting the median to the west. Option 2) Only one northbound thru lane with dedicated right and left turn lanes		2	4	8	4	18	\$ 2,600
1.1.6	Coordinate with Olathe: median breaks (assumes full median breaks only at 147th, 149th, and the access to Olathe Health) and no median breaks at 143rd Terr, 144th Place, and 148th Street), turn lane requirements, storage length requirements, turning radii requirements, curb return radii. Incorporate and document desired left or right dedicated turn lanes.	1	2	4	6		13	\$ 2,075
Concept Development Subtotal		2	16	36	34	12	100	\$ 15,540
1.2	Data Collection and Sub Coordination							
1.2.1	Field Data Collection Coordination, data download, and base map at 1"=20' (HNTB to subcontract with Kaw Valley Engineering for survey and geotech services). See KVE attached scope of services		4	8		16	28	\$ 4,280
1.2.2	Field visit including topo walkthrough to verify site conditions and compile existing condition project photos		8	12	12		32	\$ 5,080
Data Collection and Sub Coordination Subtotal			12	20	12	16	60	\$ 9,360
1.3	Preliminary Roadway Design							
1.3.1	Develop horizontal alignment for Quivira Road and side streets including edge of pavement, curb lines, and sidewalks/paths (2-lane divided arterial with 11' lanes, 16' median, 5' bike lanes, 5' sidewalk on the west side and 10' side path on east side)		2	16	32	16	66	\$ 9,200
1.3.2	Develop single preferred vertical alignment (using 45mph design/posted speed) for Quivira Road based on topographic survey and site conditions and constraints.		2	16	32	4	54	\$ 7,580
1.3.3	Develop horizontal geometry for side streets and driveways including potential re-alignments. Assumes 6 side streets (W 143rd Terr, W 144th Pl, W 147th St, W 148th St, W 149th St, and the Olathe Health access road) and 10 driveways		4	10	16	6	36	\$ 5,260
1.3.4	Develop vertical geometry for side streets and driveways including preliminary curb return profiles (assumes 6 side streets and 10 driveways)		4	20	36		60	\$ 8,600
1.3.5	Develop cross-slope/super transitions for tie-ins to north and south end intersection improvements and for 6 side streets		2	12	24		38	\$ 5,380
1.3.6	Evaluate intersection sight distance at side streets/driveways (assumes 14)		4	12	32		48	\$ 6,780
1.3.7	Evaluate grading and retaining wall options. Develop horizontal and vertical alignments for permanent retaining walls (assumes 4 walls)		4	16	40		60	\$ 8,440
1.3.8	Develop preliminary roadway templates and surface model and cross sections for Quivira Road, side streets and driveways		8	40	80		128	\$ 18,200
1.3.9	Assess impacts to properties		4	16	16		36	\$ 5,440
1.3.10	Earthwork analysis to balance and confirm cut/fill along corridor for consideration with construction sequencing		4	8	16		28	\$ 4,120
1.3.11	Preliminary roundabout geometry and 2-D layout for single-lane roundabout intersections at Quivira and 147th Street and Quivira and 149th Street. Roundabout layouts will display lane widths, geometry radii, Inscribed Circle Diameter (ICD) dimension, design vehicle auto turn paths, sight distances, and fastest vehicle paths.		16	32	40		88	\$ 13,480
1.3.12	Develop grading/construction limits		2	4	8		14	\$ 2,060
Preliminary Roadway Design Subtotal			56	202	372	26	656	\$ 94,540
1.4	Preliminary Roadway Plan Development							
1.4.1	Create Title Sheet, General Notes Sheet, Survey Reference/Alignment Detail Sheets		2	4	8	16	30	\$ 4,220
1.4.2	Typical Section Sheets (Assumes 2-3 variations for Quivira, 1-2 variations for side streets). Assumes Standard Pavement Section (no pavement design or analysis included. Assumes 2" asphalt surface + 10" asphalt base + 6" modified AB-3 per City Standard 13-3 Arterial Asphalt Section)		2	4	8	16	30	\$ 4,220
1.4.3	Create Plan Sheets (assumes 11 sheets on Quivira at 1" = 20' scale)		4	16	32	80	132	\$ 18,240
1.4.4	Create Profile Sheets (H: 1" = 20', V: 1" = 5') assumes 11 sheets on Quivira showing borings, drainage crossings, superelevation and ditch profiles.		4	16	24	24	68	\$ 9,680
1.4.5	Create side street/driveway profile sheets (Assumes 7 sheets showing 6 side street and 8 driveway profiles)			4	12	12	28	\$ 3,780
1.4.6	Create intersection detail sheets including curb return details and ADA sidewalk improvements. Assumes 12 intersection details for 6 side streets and ADA locations.		4	8	20	20	52	\$ 7,320
1.4.7	Prepare roundabout edge of pavement and splitter island sheets for the Quivira and 147th and 149th roundabout intersections. Assumes plan detail sheets will be created at Field Check stage limited to crosswalk and ADA and finalized at office check stage.		4	12	24	12	52	\$ 7,400
1.4.8	Create preliminary retaining wall profile sheets (assumes 4 walls)		2	4	8	4	18	\$ 2,600
1.4.9	Create roadway cross sections (assumes 25' interval)		10	12	16	12	50	\$ 7,600
1.4.10	Develop preliminary pavement marking and signing sheets (assume 1" = 50')		4	8	12	24	48	\$ 6,860
1.4.11	Develop preliminary fencing plans and determine existing sprinkler system impacts			4	16	8	28	\$ 3,740
1.4.12	Revise design grading/construction limits to accommodate all design disciplines			4	12	8	24	\$ 3,240
1.4.13	Create and update exhibits for design and coordination meetings (Assume 3 meetings)		4	8	8	4	24	\$ 3,660
1.4.14	Develop field check quantities and cost estimate (project costs to be itemized by unit of work and include right-of-way costs and contingency). Assumes no breakout tables included in plans at Field Check		4	32	40		76	\$ 11,080
1.4.15	Prepare deliverables for Field Check Plan Submittal		1	4	4	8	17	\$ 2,440
Preliminary Roadway Plan Development Subtotal			45	140	244	248	677	\$ 96,080

EXHIBIT B - Scope of Services - 3-C-011-24

1.5	Preliminary Roadway Drainage Design and Plans							
1.5.1	Review as-builts for existing storm drainage systems	4				4	\$	800
1.5.2	Visit project site and downstream off-site areas for physical and hydraulic controls	4		4		8	\$	1,300
1.5.3	Determine Drainage system interactions and impacts with existing upstream and downstream drainage systems of adjacent developments and document in Memo (assumes 4 outfalls). Memo includes tabulation of existing and proposed flows / water depths immediately downstream of site and assumes no proposed detention and that FEMA No-rise criteria does not apply.	4	12	16		32	\$	4,780
1.5.4	Inlet Spacing layout with drainage areas and perform spread calculations	2	24	60	4	90	\$	12,400
1.5.5	Lay out pipe network/outlets, including tie-ins to existing storm drainage systems	4	12	40	4	60	\$	8,320
1.5.6	Perform storm sewer pipe calculations	4	24	40		68	\$	9,760
1.5.7	Design and details of retaining wall drainage systems (back of wall gutters, underdrain connections)	2	2	4	4	12	\$	1,770
1.5.8	Culvert Hydrology and Hydraulic Design (2 RCBs)	4	8	20		32	\$	4,620
1.5.9	Culvert Profiles of 2 culverts and Grading Plans showing wingwall grading and transitions to existing streams	2	8	12	12	34	\$	4,840
1.5.10	Design outlet protection	2	2	8		12	\$	1,730
1.5.11	Develop pipe profile sheets	2	4	40	16	62	\$	8,220
1.5.12	Incorporate construct notes into roadway plan sheets	2	8	8	16	34	\$	4,880
1.5.13	Develop drainage area map sheet	2	1	4	8	15	\$	2,145
1.5.14	Create storm sewer calculation table/sheet	2	2	6	4	14	\$	2,020
1.5.15	Storm Sewer Quantities	1	2	8	4	15	\$	2,070
1.5.16	Perform ditch capacity calcs, design special ditches and determine permanent ditch protection	2	8	12		22	\$	3,220
	Preliminary Roadway Drainage Design and Plans Subtotal	43	117	282	72	514	\$	72,875
1.6	Olathe Water Relocation							
1.6.1	Olathe Water Relocation - Conflict analysis and meeting with Olathe Water	2	2	8		12	\$	1,730
1.6.2	Olathe Water Relocation - Horizontal and Vertical Design (Assumes 2,500 LF of relocation due to storm sewer conflicts and reduction of cover)	8	8	24		40	\$	5,920
1.6.3	Prepare Water Line Keymap and General Notes	2	1	4	6	13	\$	1,875
1.6.4	Preliminary Plan / Profile Drawings (excludes connection details and restrained joint lengths to Final Design)	8	16	40	32	96	\$	13,560
1.6.5	Waterline Quantities and Cost Estimate	2		4		6	\$	900
	Olathe Water Relocation Subtotal	22	27	80	38	167	\$	23,985
1.7	Preliminary Structural Design and Plans							
	Walls (4)							
1.7.1	Wall Coordination and consultation with road designers (Assumes 4 Modified ISRW Retaining Walls)	2	16	8		26	\$	4,040
1.7.2	Geotechnical Coordination		6			6	\$	990
	RCBs (2)							
1.7.3	RCB Coordination and consultation with drainage designers (Assumes 2 KDOT Road Class Culverts)	2	16	8		26	\$	4,040
1.7.4	Geotechnical Coordination		6			6	\$	990
	Preliminary Structural Design and Plans Subtotal	4	44	16		64	\$	10,060
1.8	Preliminary MOT and Construction Sequencing							
1.8.1	Determine temporary access requirements during construction	2	2	8		12	\$	1,730
1.8.2	Develop general phasing, preliminary Sequence of Construction plan, and detour plan	4	4	16	24	48	\$	6,700
1.8.3	Determine ROW requirements associated with Sequence of Construction	2	2	2		6	\$	980
1.8.4	Develop traffic control typical sections	2	4	4	8	18	\$	2,640
	Preliminary MOT and Construction Sequencing Subtotal	10	12	30	32	84	\$	12,050
1.9	Preliminary Street Lighting Design and Plans							
1.9.1	Prepare Lighting Calculations		16			16	\$	2,640
1.9.2	Prepare Preliminary Lighting Plans		20		8	28	\$	4,380
1.9.3	Prepare Preliminary Pedestrian RFRB Plans for up to two intersections as evaluated in preliminary design and confirmed by the City of Olathe		8		8	16	\$	2,400
1.9.4	Prepare Preliminary Construction Cost Estimate		4			4	\$	660
1.9.5	QA/QC	4				4	\$	800
	Preliminary Street Lighting Design and Plans Subtotal	4	48		16	68	\$	10,880
1.10	Preliminary Utility Coordination							
1.10.1	Contact Utility companies and request existing facility maps	2	12			14	\$	2,380
1.10.2	Septic Sewer Coordination - Request mapping from JCDHE, review mapping for potential conflicts.	2	4		8	14	\$	2,140
1.10.3	Utility Locates - Provide utility owner facility maps to KVE and field check survey linework		8		6	14	\$	2,130
1.10.4	Project Utility Kick-off meeting: Meet with City to discuss relocation strategy and workflow for project	2	2	1		5	\$	855
1.10.5	Conflict Analysis - assess existing utilities and identify potential conflicts based on project concept plans and survey of field-located utilities.		16		6	22	\$	3,450
1.10.6	Develop conceptual Utility Relocation Masterplan, conceptual relocation schedule, and conceptual reimbursable cost estimate.		40	8	16	64	\$	9,760
1.10.7	Schedule, arrange, prepare for, and attend initial round of "one-on-one" Utility Coordination Meetings. Assume meetings with up to 10 different utilities. Initial meeting purpose is to confirm location, type, and size of existing utilities, refine relocation masterplan, determine locations for potential pothole investigations, identify existing private easements, identify possible ROW taking requirement	2	24	10	8	44	\$	6,690
1.10.8	General correspondence: transmitting status roadway plans and status Utility Masterplan to utility owners; review of private easement documentation provided by owner; prepare and coordinate pothole requests	2	24	8	4	38	\$	5,900
	Preliminary Utility Coordination Subtotal	10	130	27	48	215	\$	33,305
1.11	Right of Way Development							
1.11.1	Coordinate and Review title work provided by KVE for design impacts		12			12	\$	1,980
1.11.2	Prepare and maintain summary of takings and coordinate taking linework with City		12			12	\$	1,980
1.11.3	Prepare color tract maps (assume 40 tracts), review, and update per City of Olathe review comments		12	32	80	124	\$	16,780
1.11.4	Prepare and submit ROW package (includes word and sealed PDF legal descriptions, PDF tract maps, PDF front end documents, and folders of the work organized by tract). Assumes all electronic and no hard copies.	2	2	4	8	16	\$	2,590
	Right of Way Development Subtotal	2	2	40	40	80	\$	23,330

EXHIBIT B - Scope of Services - 3-C-011-24

1.12	Public Involvement/Stakeholder Engagement							
1.12.1	Prepare for and attend Public Information Meetings (assume 2 meetings through ROW). Assume preliminary meeting to be held virtually only and ROW to be hybrid. Assume open-house style. Prepare exhibits and plan sets. (City will mail invites).	8	20	16	16	60	\$	9,060
1.12.2	Prepare for and attend individual stakeholder meetings (assumes 10 meetings)	30	16	16		62	\$	10,640
1.12.3	Provide material to the City for their use in posting project related information on the City's web site and for City Council meetings.	2			8	10	\$	1,480
	Public Involvement/Stakeholder Engagement Subtotal	40	36	32	24	132	\$	21,180
1.13	Preliminary Design Quality Assurance							
1.13.1	Senior technical review of Field Check Plans and Cost Estimate	24	24			48	\$	11,160
1.13.2	Senior technical review of ROW Package	16	16			32	\$	7,440
	Preliminary Design Quality Assurance Subtotal	40	40			80	\$	18,600
1.14	Preliminary Project Management/Administration							
1.14.1	Develop and maintain project schedule (assumes creating and updating until initial ROW docs submitted)	20				20	\$	4,000
1.14.2	Schedule, coordinate, and attend project kickoff meeting	4	4	4		12	\$	1,960
1.14.3	Schedule, coordinate, and attend Concept confirmation meeting to lock down intersection determination at 147th and 149th (U-turn or roundabout)	4	4	4		12	\$	1,960
1.14.4	Schedule, coordinate, and attend Pre-Field Check Meeting	4	4	4		12	\$	1,960
1.14.5	Schedule, coordinate, and attend Field Check to review site conditions will be conducted with representatives of the Consulting Engineer and the City to review the Field Check plans	12	12	12		36	\$	5,880
1.14.6	Schedule, coordinate, and attend ROW kickoff meeting	4	4	4		12	\$	1,960
1.14.7	Schedule, coordinate, and attend design team meetings through preliminary design and ROW (Assume 3 meetings)	12	12			24	\$	4,380
1.14.8	Ongoing communication with City of Olathe and task leads and monthly progress check-ins (assumes 2 hrs/month of overall 10 month preliminary design schedule until initial ROW docs submitted)	20	20			40	\$	7,300
1.14.9	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 10 months)	10	10	10	10	40	\$	7,650
	Preliminary Project Management/Administration Subtotal	10	90	70	28	208	\$	37,050
1.15	ROW Phase Utility Coordination							
1.15.1	Facilitate and review potential pothole requests and information. Assumes potholing done by others - either utility company or city.		20		12	32	\$	4,920
1.15.2	Prepare various working details to assist in determining relocation requirements and conceptual relocation schedule		16	12	10	38	\$	5,490
1.15.3	Schedule, arrange, prepare for, and attend second round of "one-on-one" Utility Coordination Meetings. Assume meetings with 10 different utilities. Second meeting purpose is begin Utility Owner relocation designs.		24	10	8	42	\$	6,290
1.15.4	Update and maintain Utility Master Plan and Schedule (based on second round of one-on-one meetings)	2	40	8	8	58	\$	9,080
1.15.5	General Correspondence: coordination with utilities (assumes 9 months of coordination effort with approximately 2 hrs per month for 2 people)		27		9	36	\$	5,670
1.15.6	Utility Owner Supplemental Data - Create supplemental spreadsheets and cross sections for owners requiring additional information for relocation design (Example: Cut/Fill spreadsheet for Everyg Poles). Includes coordination with K&W for up to 10 potholes needed by utilities for design and relocations.		16	8	8	32	\$	4,720
	ROW Phase Utility Coordination Subtotal	2	143	38	55	238	\$	36,170
1.16	ROW Phase Services							
1.16.1	Update plans based on field check review comments and external coordination since Field Check Submittal related to proposed ROW only. Confirm fence replacement and sprinkler system replacement locations.	4	2	8	8	22	\$	3,210
1.16.2	Request and review title work updates provided by KVE (assumes 2 updates and impacts 10 tracts)		8		4	12	\$	1,860
1.16.3	Coordinate with appraiser during acquisition (Assumes City will contract directly with approved appraisal firm for appraisal and acquisition services necessary to acquire permanent rights-of-way and easements, and temporary construction easements. Effort assumes minor coordination)	8	8			16	\$	2,920
1.16.4	Prepare and submit ROW package updates - assumes 2 updates and impacts to 10 tracts (includes word and sealed pdf legal descriptions, pdf tract maps and folders of title work organized by tract). Assumes all electronic and no hard copies.	4	10	16	10	40	\$	5,800
1.16.5	Coordinate with KVE for staking of proposed takings on 10 tracts	2	5			7	\$	1,225
1.16.6	Address on-going minor plan changes and updates during ROW Acquisitions and Utility Relocations necessary for coordination	16		16	16	48	\$	7,360
1.16.7	Ongoing communication with City of Olathe and task leads and monthly progress check-ins (assumes 2 hrs/month of overall 5 month for continued ROW Phase until Final Design Phase)	10	10			20	\$	3,650
1.16.8	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 5 months)	5	5		5	15	\$	2,500
	ROW Phase Services Subtotal	49	48	40	43	180	\$	28,525
1.17	Permitting							
1.17.1	Prepare COE Nationwide 14 Permit Request Package for two stream crossings	24	8	32		64	\$	10,120
1.17.2	Coordination with Kansas Historical Society relating to Pioneer Cemetery. Assumes initial contact will be through KDOT Environmental's screening process and that follow up coordination and exhibits by HNTB will be required. Assumes basis of coordination will be coordinating and providing geophysical survey results, property lines, and proposed improvements to document no impacts. Assumes NO formal Archeology Survey Report (Phase I / II) will be required.	24	8		20	52	\$	8,820
	Permitting Subtotal	48	16	32	20	116	\$	18,940
	Task 1 - Preliminary Design Phase Subtotal	54	493	1129	1307	740	\$	562,470
Task 1 - Preliminary Design Phase Fee Summary								
Labor		Department Manager @ \$265/hour 14,310 Project Manager @ \$200/hour 98,600 Project Engineer @ \$165/hour 186,285 Design Engineer @ \$125/hour 163,375 Technician @ \$135/hour 99,900 Task 1 Estimated Labor Costs: \$ 562,470						
Expenses		Printing/Plotting/Travel 2,500 Field Surveys and ROW Development (Kaw Valley) 251,745 Geotech (Kaw Valley) 28,790 Utility Potholes (K&W) - Irrigation Design (Ecosystems) - Task 1 Estimated Expenses \$ 283,035						
		Estimated Task 1 Fee \$ 845,505 Percent of Fee 62.6%						

Quivira Road (143rd Street to 151st Street) Design 1/8/2024		Department Manager	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
Item of Work		\$270	\$205	\$170	\$130	\$140		
Task 2 - Final Design Phase (Office Check)								
2.1	Final Roadway Design and Plan Development							
2.1.1	Address non-ROW related Field Check Comments and on-going minor plan changes and updates since ROW phase		16	24	24	16	80	\$ 12,720
2.1.2	Update and finalize Title Sheet, Typical Sections, General Notes, and Alignment Detail Sheet		2	4	8	8	22	\$ 3,250
2.1.3	Update and Finalize roadway plan and profile sheets and add necessary construction notes for misc. improvements (assumes 11 sheets on Quivira Road)		2	12	16	24	54	\$ 7,890
2.1.4	Update and finalize Entrance and Side-street Profile Sheets (assumes 6 and includes cross-slope transitions and tie-ins)			6	12	8	26	\$ 3,700
2.1.5	Update and finalize intersection detail sheets including curb return details and ADA sidewalk improvements. Assumes 18 curb returns for 6 side streets and ADA Ramp locations		2	8	24	8	42	\$ 6,010
2.1.6	Update and finalize roundabouts edge of pavement and splitter island curb horizontal alignment sheets and profile sheets for the Quivira and 147th and Quivira and 149th Intersections (assumes plan and profile sheets will be created at Field Check stage and finalized at the Final Design Stage)		4	4	64	24	96	\$ 13,180
2.1.7	Update and finalize horizontal and vertical alignments for retaining wall profile sheets (assumes 4 walls)		2	4	8		14	\$ 2,130
2.1.8	Update and finalize roadway surface model and cross sections with slope callouts and finished grading		4	16	32	8	60	\$ 8,820
2.1.9	Update and finalize construction (grading) limits to be included and noted on plans			2		6	8	\$ 1,180
2.1.10	Finalize pavement marking and signing sheets and prepare recap tables		2	16	32	6	56	\$ 8,130
2.1.11	Finalize fencing plans and provide notes for sprinkler system impacts			4	16	8	28	\$ 3,880
2.1.12	Include City standard details and project specific details			2	4	16	22	\$ 3,100
2.1.13	Update and finalize construction quantities. Update overall opinion of construction cost estimate (assume summary of quantities tables for major bid items will be prepared and inserted into plans at this stage)		8	24	48	12	92	\$ 13,640
2.1.14	Prepare deliverables for Office Check submittal		2	4	4	12	22	\$ 3,290
Final Roadway Design and Plan Development Subtotal			44	130	292	156	622	\$ 90,920
2.2	Final Drainage Design and Plans							
2.2.1	Address Field Check comments related to drainage		4	16	24	16	60	\$ 8,900
2.2.2	Make final updates/revisions to drainage sheets per utility coordination, land acquisition, and finalization of other disciplines		4	16	40	24	84	\$ 12,100
2.2.3	Final Drainage Quantities and Cost Estimate (Detailed tables by location for inlets / pipes, structures, riprap, ditch protection)		4	6	12	4	26	\$ 3,960
2.2.4	Assemble, update and finalize City/Other Drainage Details to include in plans (Assumes 1 non-standard drainage detail)		1	1	8	8	18	\$ 2,535
2.2.5	Develop Final Erosion and Sediment Control for use in related permit development for Quivira Road. Includes phased plan sheets. Assumes lump sum bidding.		8	24	40	40	112	\$ 16,520
2.2.6	Assemble, update and finalize City/other ESC standard details to include in plans			1	4	4	9	\$ 1,250
Final Drainage Design and Plans Subtotal			21	64	128	96	309	\$ 45,265
2.3	Final Olathe Water Relocation							
2.3.1	Final Plan / Profile Drawings		8	16	40	32	96	\$ 14,040
2.3.2	Connection Details (Assumes 12)		2	6	12	12	32	\$ 4,670
2.3.3	Restrained Joint Calculations		2	4	8		14	\$ 2,130
2.3.4	Waterline Quantities and Cost Estimate		2		4		6	\$ 930
			14	26	64	44	148	\$ 21,770
2.4	Final Structural Design and Plans							
2.4.1	Final Structural Design							
2.4.1.1	Structural Coordination and Quality Control		16	12			28	\$ 5,320
2.4.1.2	Geotechnical and Interdisciplinary Coordination			8			8	\$ 1,360
2.4.1.3	Quantity Calculations and Cost Estimates		1	8	16		25	\$ 3,645
2.4.2	Walls (4)							
2.4.2.1	Design and Detail of 4 Modified ISRW Retaining Walls		4	24	40	60	128	\$ 18,500
2.4.2.2	Standard Details (2 sheets)			4	4	8	16	\$ 2,320
2.4.2.4	Handrail Details			2	2	6	10	\$ 1,440
2.4.3	RCBs (2)							
2.4.3.1	Plan development of 2 standard RCBs. Include KDOT standard structural details, no special design elements except pipe openings. Modify to accommodate handrails.			16	36	36	88	\$ 12,440
2.4.3.3	Standard Details (4 sheets)			2	4	8	14	\$ 1,980
2.4.3.4	Handrail details			2	2	6	10	\$ 1,440
Final Structural Design and Plans Subtotal			21	78	104	124	327	\$ 48,445
2.5	Final MOT and Construction Sequencing							
2.5.1	Finalize access requirements during construction		2	2	4	4	12	\$ 1,830
2.5.2	Temporary access road / shooflys / interim connections design and details		2	12	40	16	70	\$ 9,890
2.5.3	Finalize general phasing, Sequence of Construction plan, and detour plan		16	16	60	40	132	\$ 19,400
2.5.4	Finalize construction schedule and conceptual quantities and costs		2	8	16		26	\$ 3,850
2.5.5	Include City of Olathe standard details				4	4	8	\$ 1,080
Final MOT and Construction Sequencing Subtotal			22	38	124	64	248	\$ 36,050
2.6	Final Lighting Design and Plans							
2.6.1	Prepare Final Lighting Plans			32		8	40	\$ 6,560
2.6.2	Prepare Final Pedestrian RRFB Plans for up to two intersections as evaluated in preliminary design and confirmed by the City of Olathe			4		2	6	\$ 960
2.6.3	Lighting Details, Quantities, Costs, and Specifications			16		8	24	\$ 3,840
2.6.4	QA/QC of Final Lighting Design		8				8	\$ 1,640
Final Lighting Design and Plans Subtotal			8	52		18	78	\$ 13,000
2.7	Final Utility Coordination							
2.7.1	Conflict Analysis - ongoing coordination between roadway design and utility relocation design.			12	8	4	24	\$ 3,640
2.7.2	Follow-up action including: transmitting status roadway plans and status Utility Master Plan to utilities.		4	40	4	6	54	\$ 8,980
2.7.3	General Correspondence: coordination with utilities (assumes 9 months of coordination effort with approximately 2 hrs per month for 2 people)			18		18	36	\$ 5,580
2.7.4	Update and maintain Utility Master Plan and Schedule (based on on-going coordination)		2	16		16	34	\$ 5,370
2.7.5	Reimbursement Assessment - Aid City in determining percentage of reimbursable utilities and getting Relocation Agreements executed			20	4		24	\$ 3,920
2.7.6	Utility Owner Plan Review - Review utility owner relocation plans and verify vs project improvements			32	20	4	56	\$ 8,600
2.7.7	Develop project wide Status of Utilities, KDOT Form 1304			2			2	\$ 340
Final Utility Coordination Subtotal			6	140	36	48	230	\$ 36,430

EXHIBIT B - Scope of Services - 3-C-011-24

2.8	Final Design Quality Assurance							
2.8.1	QA Review of Office Check Plans (includes Senior Technical Review of Plan Submittal)	24	24				48	\$ 11,400
	Final Design Quality Assurance Subtotal	24	24				48	\$ 11,400
2.9	Final Project Management/Administration							
2.9.1	Prepare for and attend Office Check submittal review meeting to be performed with representatives from HNTB and the City to review Office Check plans		4	4	4		12	\$ 2,020
2.9.2	Ongoing communication with City of Olathe and task leads, monthly progress reports, and maintain and finalize project schedule (assumes 9 months final design phase)		18	18			36	\$ 6,750
2.9.3	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 9 months with 1 meeting/month, 4 attendees/meeting, and 2 hrs/meeting for 3 people, 1 hr/meeting for 1 person including prep time)	9	18	18		18	63	\$ 11,700
	Final Project Management/Administration Subtotal	9	40	40	4	18	111	\$ 20,470
	Task 2 - Final Design Phase (Office Check) Subtotal	33	200	568	752	568	2121	\$ 323,750
Task 2 - Final Design Phase (Office Check) Fee Summary								
<div> <div>Labor:</div> <div> <div>Department Manager @ \$270/hour</div> <div>8,910</div> </div> <div> <div>Project Manager @ \$205/hour</div> <div>41,000</div> </div> <div> <div>Project Engineer @ \$170/hour</div> <div>96,560</div> </div> <div> <div>Design Engineer @ \$130/hour</div> <div>97,760</div> </div> <div> <div>Technician @ \$140/hour</div> <div>79,520</div> </div> <div> <div>Task 2 Estimated Labor Costs: \$</div> <div>323,750</div> </div> </div> <div> <div>Expenses:</div> <div> <div>Printing/Plotting/Travel</div> <div>4,000</div> </div> <div> <div>Field Surveys and ROW Development (Kaw Valley)</div> <div>-</div> </div> <div> <div>Geotech (Kaw Valley)</div> <div>-</div> </div> <div> <div>Utility Potholes (K&W)</div> <div>20,000</div> </div> <div> <div>Irrigation Design (Ecosystems)</div> <div>3,500</div> </div> <div> <div>Task 2 Estimated Expense = \$</div> <div>27,500</div> </div> </div> <div> <div>Estimated Task 2 Fee \$</div> <div>351,250</div> </div> <div> <div>Percent of Fee</div> <div>26.0%</div> </div>								

Quivira Road (143rd Street to 151st Street) Design 1/8/2024		Department Manager	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
Item of Work		\$270	\$205	\$170	\$130	\$145		
Task 3 - Bidding Phase								
3.1	Bidding (PS&E) Updates and Specs							
3.1.1	Address final design comments related to Plan and Profile sheets, intersection details, sidewalk ramp sheets, roundabout sheets (if applicable), entrance and side street sheets pavement marking/signing, traffic control and cross sections		4	24	24	24	76	\$ 11,500
3.1.2	Address Final Design Comments related to Structural Design (wall, RCB details, handrail details)			8		8	16	\$ 2,520
3.1.3	Address Final Design Comments related to street lighting design			4		4	8	\$ 1,260
3.1.4	Updates for City standard details and project specific details		2		4	4	10	\$ 1,510
3.1.5	Update construction quantities and cost estimate		2	8	16	8	34	\$ 5,010
3.1.6	Prepare final contract specifications (City of Olathe to provide base document) document preparation.		12	20	48		80	\$ 12,100
3.1.7	Prepare deliverables for Bidding Submittal		2	2	4	4	12	\$ 1,850
3.1.8	Ongoing communication with City of Olathe and task leads, monthly progress reports, and maintain and finalize project schedule (assumes 4 months PS&E and Bidding Phase)		8	8			16	\$ 3,000
3.1.9	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 4 months with 1 meeting/month, 4 attendees/meeting, and 2 hrs/meeting for 3 people, 1 hr/meeting for 1 person including prep time)	4	8			8	20	\$ 3,880
3.1.10	Final Drainage Updates per comments on Office Check Plans, Final Utility Coordination, and Land Acquisition		4	4	12	8	28	\$ 4,220
3.1.11	Final Waterline Updates per comments on Office Check Plans, Final Utility Coordination, and Land Acquisition							
Bidding (PS&E) Updates and Specs Subtotal		4	46	82	120	76	328	\$ 51,070
3.2	Utility Coordination							
3.2.1	Prior to relocation field activity, assist the City with coordination of the utilities development/refinement of their relocation design and schedules. Included time for pre construction meetings			12		12	24	\$ 3,780
3.2.2	Assist City with coordination during relocation activity. Includes: assistance with proposed roadway design information and assistance with minor variations to relocation design (assumes 6 months of utility relocations and 3 site visits)		8	24		24	56	\$ 9,200
3.2.3	Update Project-Wide Status of Utilities (KDOT Form 1304)			2			2	\$ 340
Utility Coordination Subtotal			8	38		36	82	\$ 13,320
3.3	Final Permitting							
3.3.1	Prepare KDHE NPDES NOI Permit Application and City of Olathe Land Disturbance Permit		1	4	12		17	\$ 2,445
Final Permitting Subtotal			1	4	12		17	\$ 2,445
3.4	Bidding Services							
3.4.1	Provide City with electronic (pdf) plan set and contract documents for use in electronic bidding via www.negometrix.com		2	2			4	\$ 750
3.4.2	Provide consultation/answer questions during bidding process		4	8	4		16	\$ 2,700
3.4.3	Arrange for, attend, and prepare meeting minutes for pre-bid conference		6	6			12	\$ 2,250
3.4.4	Prepare written addenda to bidding documents as required or requested. Assumes only minor plan or specification revisions.		2	8	8	4	22	\$ 3,390
3.4.5	Assist City in analyzing bids and making recommendation for award of construction contract		2	4	2		8	\$ 1,350
Bidding Services Subtotal			16	28	14	4	62	\$ 10,440
Bidding Services Subtotal		4	71	152	146	116	489	\$ 77,275
Task 3 - Bidding Phase Fee Summary								
Labor:		Department Manager @ \$270/hour 1,080 Project Manager @ \$205/hour 14,555 Project Engineer @ \$170/hour 25,840 Design Engineer @ \$130/hour 18,980 Technician @ \$145/hour 16,820 Task 3 Estimated Labor Costs: \$ 77,275						
Expenses:		Printing/Plotting/Travel 500 Field Surveys and ROW Development (Kaw Valley) - Geotech (Kaw Valley) - Utility Potholes (K&W) - Irrigation Design (Ecosystems) - Task 3 Total Expense = \$ 500						
		Estimated Task 3 Fee \$ 77,775 Percent of Fee 5.8%						

Quivira Road (143rd Street to 151st Street) Design 1/8/2024		Department Manager	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
Item of Work		\$275	\$210	\$175	\$135	\$150		
Task 4 - Construction Services								
4.1	Construction Services-General							
4.1.1	Prepare for and attend Public Information Meeting No. 3, Assumes virtual open-house style. Prepare electronic comment forms, exhibits, current plan sets (City will mail invites)		6	6	4	4	20	\$ 3,450
4.1.2	Prepare for and attend Pre-construction meeting		4	6	4	2	16	\$ 2,730
4.1.3	Respond to non-structural questions/RFIs during construction (assume 10 month construction schedule)		20	20			40	\$ 7,700
4.1.4	Respond to Structural questions/RFIs (Wall, RCBs & Handrails) during construction (assume 10 month construction schedule)		5	10			15	\$ 2,800
4.1.5	Respond to Drainage & Waterline questions/RFIs during construction		16				16	\$ 3,360
4.1.6	Construction Coordination Meetings (assumes 1 structural engineer present at one construction coordination meeting a month for 10 months)			10			10	\$ 1,750
4.1.7	Prepare minor plan revisions as necessitated by conditions encountered in the field (does not include traffic control plans)		4	8	16	24	52	\$ 8,000
4.1.8	Attend bi-monthly construction progress meetings (assumes 10 month/43 week construction schedule)		22				22	\$ 4,620
4.1.9	Participate in final walk-through inspection		4				4	\$ 840
4.1.10	Prepare final record pdf drawings which reflect: all change orders, minor design changes, changes made in field by city Representatives. Assumes PDF/Bluebeam markups only		2	6	4	12	24	\$ 3,810
4.1.11	Bi-Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 10 month with 1 meeting/2 months, 3 attendees/meeting)	5	5		5		15	\$ 3,100
4.1.12	Prepare SWPPP Binder for Selected Contractor		4		4		8	\$ 1,380
Construction Services-General Subtotal		5	92	66	37	42	242	\$ 43,540
4.2	Shop Drawings-Non-Structural							
4.2.1	Review Contractor's material submittals (concrete mix design, asphalt mix design, aggregate, riprap, erosion control)		2	8	24		34	\$ 5,060
4.2.2	Review drainage structure shop drawings (precast inlets and manholes) (Assumes 60 structures - one initial review and one verification)		8		40		48	\$ 7,080
4.2.2	Review Waterline Catalog Cuts		8		4		12	\$ 2,220
4.2.3	Review Street Lighting shop drawings (assumes HNTB initial review and Olathe final approval)		2	8			10	\$ 1,820
Shop Drawings-Non-Structural Subtotal			20	16	68		104	\$ 16,180
4.3	Shop Drawings-Structural							
4.3.1	Precast Box Culvert Shop Drawing Review (2 Culverts)		2	12	24		38	\$ 5,760
4.3.2	Handrail Shop Drawing Review (6 sets of handrails)		1	16	32		49	\$ 7,330
Shop Drawings-Structural Subtotal			3	28	56		87	\$ 13,090
Task 4 - Construction Services Subtotal		5	115	110	161	42	433	\$ 72,810
Task 4 - Construction Services Fee Summary								
Labor:		Department Manager @ \$275/hour		1,375				
		Project Manager @ \$210/hour		24,150				
		Project Engineer @ \$175/hour		19,250				
		Design Engineer @ \$135/hour		21,735				
		Technician @ \$150/hour		6,300				
		Task 4 Estimated Labor Costs:		\$ 72,810				
Expenses:		Printing/Plotting/Travel		2,500				
		Field Surveys and ROW Development (Kaw Valley)		-				
		Geotech (Kaw Valley)		-				
		Utility Potholes (K&W)		-				
		Irrigation Design (Ecosystems)		-				
		Task 4 Total Expense =		\$ 2,500				
		Estimated Task 4 Fee		\$ 75,310				
		Percent of Fee		5.6%				
Quivira Road (143rd Street to 151st Street) Improvements Total								
Hours		96	879	1959	2366	1466	6766	\$ 1,036,305
Quivira Road (143rd Street to 151st Street) Improvements Fee Summary								
Labor:		Department Manager		25,675				
		Project Manager		178,305				
		Project Engineer		327,935				
		Design Engineer		301,850				
		Technician		202,540				
		Total Estimated Labor		\$ 1,036,305				
Expenses:		Printing/Plotting/Travel		9,500				
		Field Surveys and ROW Development (Kaw Valley)		251,745				
		Geotech (Kaw Valley)		28,790				
		Utility Potholes (K&W)		20,000				
		Irrigation Design (Ecosystems)		3,500				
		Total Estimated Expenses		\$ 313,535				
		Total Fee =		\$ 1,349,840				

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C
Fee & Rate Schedule

Quivira Road, 143rd to 151st, Improvements
HNTB Schedule of Rates

Rates are effective for services from
January 1, 2024 through December 31, 2024

<u>Position</u> <u>Classification</u>	<u>Hourly</u> <u>Billing Rate</u>
Group/Project Director	\$ 280.00-350.00
Department Manager	\$ 180.00-290.00
Section Manager	\$ 180.00-240.00
Project Manager	\$ 150.00-290.00
Technical Advisor	\$ 150.00-290.00
Project Engineer/ Team Leader	\$ 120.00-240.00
Engineer	\$ 70.00-170.00
Planner	\$ 75.00-150.00
*Intern	\$ 45.00-90.00
*Technician	\$ 60.00-220.00
Field Representative	\$ 80.00-225.00
*Inspector	\$ 60.00-175.00
Public Involvement	\$ 80.00-210.00
Office Business Manager	\$ 150.00-180.00
Project Analyst	\$ 65.00-140.00
Administrative Assistant	\$ 70.00-120.00

For any nonexempt personnel in positions marked with an asterisk (), overtime will be billed at 1.5 times the hourly labor billing rates shown.

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

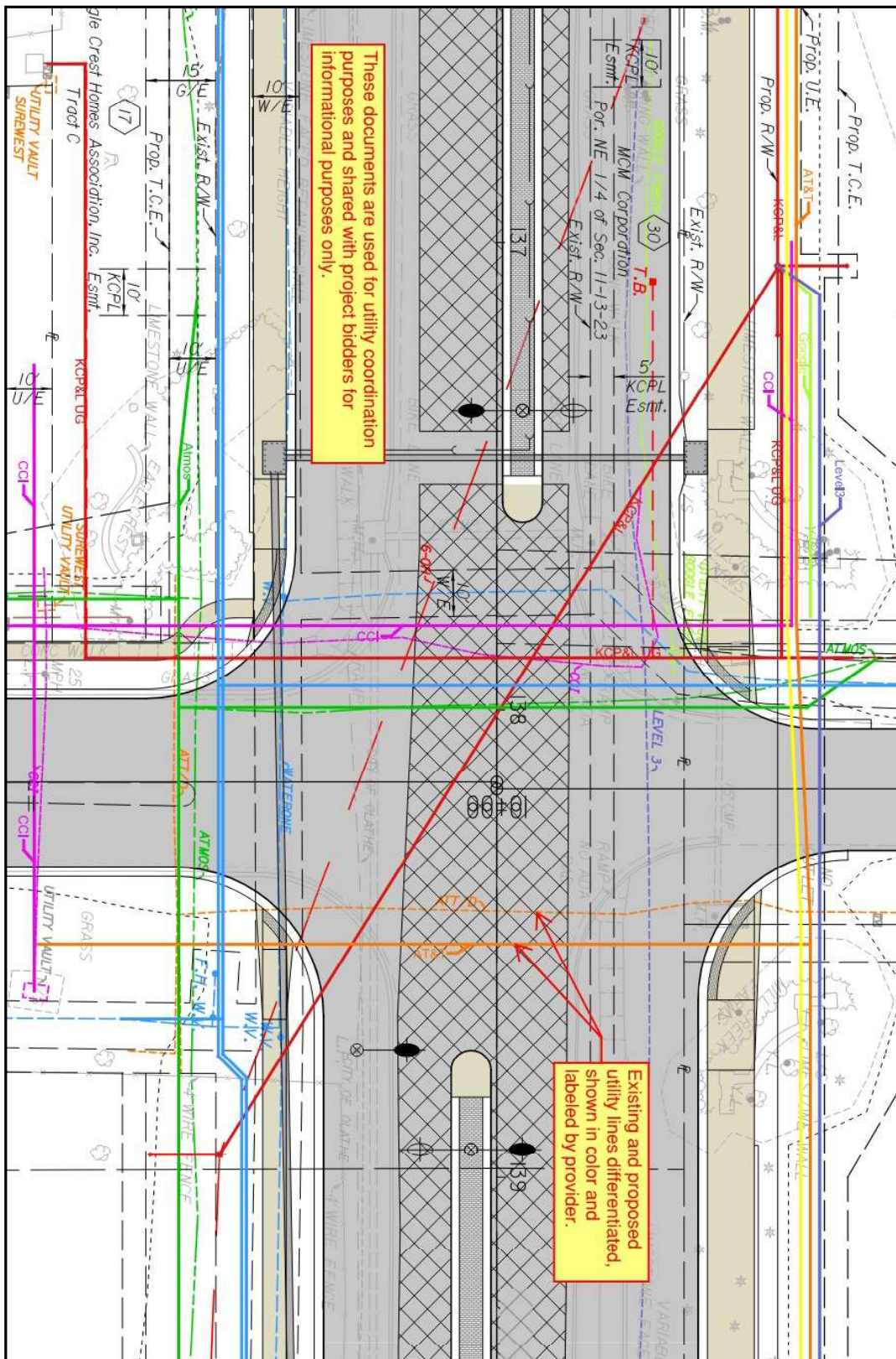


EXHIBIT F
CITY OF OLATHE INSURANCE REQUIREMENTS

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 per occurrence; Annual 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 per accident: \$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 per claim; Annual 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 per claim; Annual 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. Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the City.
- D. 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.
- E. 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.
- F. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

G. Subconsultant's Insurance: If a part of this Agreement is to be sublet, Consultant must 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)

1/1/2025

1/4/2024

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 444 W. 47th Street, Suite 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 INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16535
INSURED 1489174 HNTB CORPORATION 6300 SPRINT PARKWAY, SUITE 100 OVERLAND PARK KS 66211		

COVERAGES**CERTIFICATE NUMBER:** 20180257**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 0769451	1/1/2024	1/1/2025	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	<input checked="" type="checkbox"/> 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	Y	BAP 0769452	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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 <input checked="" type="checkbox"/> N	Y	WC 0769453	1/1/2024	1/1/2025	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #81621; QUIVIRA ROAD, 143RD AND 151ST IMPROVEMENTS; PROJECT NO. 3-C-011-24. 81621 CITY OF OLATHE, KANSAS IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKER COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20180257
81621-CITY OF OLATHE, KS
100 E. SANTA FE
PO BOX 768
OLATHE, KS 66051-0768

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

1/4/2024

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 444 W. 47th Street, Suite 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 INSURER A: Lloyd's of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED 1445015 HNTB CORPORATION 6300 SPRINT PARKWAY, SUITE 100 OVERLAND PARK KS 66211		

COVERAGES**CERTIFICATE NUMBER:** 20180265**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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input 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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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 <input type="checkbox"/> N / A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	Y	LDUSA2304553	5/1/2023	5/1/2024	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: HNTB JOB #81621; QUIVIRA ROAD, 143RD AND 151ST IMPROVEMENTS; PROJECT NO. 3-C-011-24. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

20180265
81621-CITY OF OLATHE, KS
100 E. SANTA FE
PO BOX 768
OLATHE, KS 66051-0768

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
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2036200

Entity Name: HNTB CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

was filed in this office on December 23, 1992, 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 execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 05, 2024

A handwritten signature in cursive script that reads "Scott Schwab".

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1291484 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.