

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:

Dennis Avenue (Hedge Lane to Parker Street)
Project No. 3-C-021-26

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 eight hundred ninety-nine thousand seven hundred eighty dollars. (1,899,780), 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 Four hundred six thousand two hundred ten dollars (\$406,210) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

C. BILLING & PAYMENT

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

City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

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

D. SCHEDULE

All services must be completed on or before December 31, 2029.

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: Phil Eilers. 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. 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 subconsultants 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, or any other Project participants, in connection with Consultant's performance of 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, 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; or (2) provide a cure or submit a plan for cure in the case of City's notice for cause; (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: Neil Meredith
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

HNTB Corporation
Attn: Zach Jarchow
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 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 upon full payment to Consultant therefore, will become the property of City; except that Consultant's copyrighted instruments will remain in the ownership of Consultant if Consultant, at Consultant's sole discretion, so identifies them by appropriate markings. The Parties agree and acknowledge that the Consultant Documents are 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 if Consultant is paid in full for its Professional Services, then City may subsequently reuse these final documents without any additional compensation or agreement of Consultant. However,

such reuse without written verification or adaptation by Consultant for the specific purpose intended by City will be at City's sole risk and without liability or legal exposure to Consultant. City does not take any responsibility for the reuse of documents by others.

D. INSURANCE

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which to the extent caused by or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Consultant agrees to indemnify, and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors. Neither acceptance of completed work nor payment therefor nor termination or expiration of this Agreement releases Consultant of its obligations under this paragraph.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a

characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.

4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
 - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
 - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
 - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.

3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

G. KANSAS OPEN RECORDS ACT

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

H. ENTIRE AGREEMENT

This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement. No form or document provided by Consultant after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

I. APPLICABLE LAW, JURISDICTION, AND VENUE

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

J. NO THIRD-PARTY BENEFICIARIES

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

K. INDEPENDENT CONTRACTOR

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

L. DELIVERABLES

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

M. 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.

N. COVENANT AGAINST CONTINGENT FEES

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

percentage, brokerage fee, gift or contingent fee.

O. NO SOLICITATION TO HIRE CITY EMPLOYEES

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

P. COMPLIANCE WITH LAWS

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

Q. FORCE MAJEURE CLAUSE

Neither party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed party must notify the other party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

R. 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.

S. 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.

T. 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.]

U. 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:

City Attorney or Deputy/Assistant City Attorney

HNTB Corporation

By:  _____

Phil Eilers, VP, PE
6300 Sprint Parkway, Suite 300
Overland Park, KS 66221

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OF EXHIBITS**

Exhibit A	Description of Project & Map
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Exhibit F	City of Olathe Insurance Requirements

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 Dennis Avenue from a 2-lane section to an improved 3-lane arterial section from Hedge Lane to Parker Street. Federal Surface Transportation Fund (STP) funding is anticipated and therefore coordination and accordance with Kansas Department of Transportation (KDOT) Bureau of Local Projects (BLP) is included in HNTB's scope.

Roadway improvements for Dennis Avenue will generally consist of reconstruction of the existing 2-lane section to a 3-lane arterial with a 35-mph posted speed. The improved roadway will be constructed from asphalt pavement and include a two-way left-turn lane, right-turn lanes, 5' bike lanes in each direction, a new median from Montclair Drive to Ferrel Drive, a 10' wide sidepath on one side and 5' wide sidewalk on the other, a new enclosed storm sewer system, and new street lighting.

The project will include a “dogbone” roundabout (two directly connected circles) combining the intersections of Dennis Avenue with Montclair Drive and Robinson Drive. A new traffic signal will be constructed at the intersection of Dennis Avenue with Hedge Lane. The pedestrian traffic signal in the vicinity of Oregon Trail Elementary will be reconstructed. Up to 8 retaining walls are anticipated along the widened roadway.

HNTB's detailed scope of services is attached.

The following map outlines the project area for the Dennis Avenue Improvements Project:

Dennis Avenue (Hedge Lane to Parker Street)

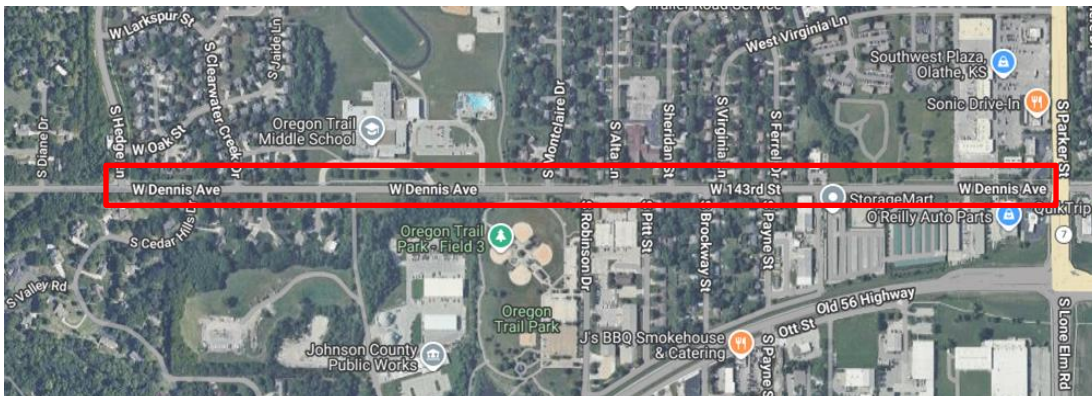


EXHIBIT B
Scope of Services

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 Dennis Avenue will generally consist of reconstruction of the existing 2-lane section to a 3-lane arterial with a 35-mph posted speed. The scope of the project includes design of the roadway reconstruction including two-way left-turn lane, right-turn lanes, 5' bike lanes in each direction, a new median from Montclair Drive to Ferrel Drive, a 10' wide sidepath on one side and 5' wide sidewalk on the other, a "dogbone" roundabout, a new traffic signal, a new pedestrian signal, up to 8 retaining walls, a new enclosed storm sewer system, relocation of City utilities (water, sewer, fiber interconnect), and new street lighting.

The scope assumes a roundabout operational analysis will be completed for the Dennis Avenue / Montclair Drive / Robinson Drive roundabout. No additional traffic analysis will be done with this scope of services. Traffic control and sequence of construction plans will be developed. 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. K&W Underground will provide up to 10 potholes for utility relocations assistance and Ecosystems will provide drip line irrigation design for the roundabout landscaping. Expenses will be included for Johnson County Environmental Health Division to field locate and mark septic systems.

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 with the exception of the roundabout operational analysis. 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 Environmental Health Division, 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.
- 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. It is anticipated that a Federal Highways Administration (FHWA) finding of *de minimis* impact finding will need to be obtained and facilitated by HNTB as part of this scope. No other permitting/environmental services are provided by HNTB with this agreement.
- g. **Storm Sewer Design** – HNTB will analyze the proposed pavement widening for spread, analyze the three low point crossings within the project limits and design proposed storm sewer pipe systems. It is assumed there will be one reinforced concrete box (RCB) (near Olathe Senior Villas). There are existing enclosed drainage sub-systems conveying runoff from the surrounding subdivisions that will be analyzed in the direct vicinity of this project. Interactions and impacts with the existing drainage systems of the upstream and downstream will be considered. The existing drainage infrastructure along Dennis Avenue 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 past 1 downstream element (pipe or channel). Runoff is not expected to increase significantly, and therefore detention design is not included in the scope of services. HNTB will use City of Olathe standard details for storm sewer structures and no special structural designs are anticipated or included. Olathe's design criteria, as-of June 2026, will be used for design of stormwater improvements, including the 2011 American Public Works Association (APWA) 5600 stormwater criteria adopted by reference.

- h. **Olathe Water and Sanitary** –The scope includes assumed water/sewer relocations required to construct the project will be required by the City of Olathe as well as Olathe requested upgrade of water distribution lines along Cedar Hills Drive and two Dennis Avenue cul-de-sacs. No additional water/sewer upgrades are assumed.
- i. **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.
- j. **Retaining Walls** – It is anticipated that 8 walls may be required for the project. Wall types are assumed to be Modified Integral Sidewalk Retaining Walls (ISRWs) that may require structural design.
- k. **Public Involvement/Stakeholder Engagement** – Four 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). One additional in-person public meeting at an undetermined time is included. 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. An individual stakeholder meeting with Olathe Schools is included. Additional public meetings and individual stakeholder meetings are detailed in the Scope of Services.
- l. **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
 - Pedestrian detours will be required.
- m. **Traffic Signals/Street Lights/Fiber Interconnect** –Design of a new traffic signal at the Dennis Avenue and Hedge Lane intersection is included and will consider future widening of Dennis Avenue to the west. The existing signal at the Parker Street intersection will not be modified with the exception of replacing west leg detector loops. The City of Olathe will provide final determination of any special

- marking/RRFB/HAWK signal locations. Street lighting will be installed in the median using City of Olathe standards. The existing fiber interconnect is assumed to be in conflict with improvements and design of relocation is included within this scope of services.
- n. **Corridor Aesthetics/Landscaping Design** – This project will include design of landscaping specifically at the Dennis Avenue / Montclair Drive / Robinson Drive “dogbone” roundabout, as well as design to replace / restore landscaping along the north edge of Oregon Trail Park (including replacing the park sign monument). Ecosystems will provide drip line irrigation design for the new median construction. Irrigation design is assumed for the median only.
- o. **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 compensated during cost-to-cure or paid under Owner’s Allowance if they are 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 privately owned 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.
- p. **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.
- q. **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 and Schedule

- Assumed Notice to Proceed (NTP) - July 22, 2026
- Sketch to State (Initiate KDOT Environmental Process) - October 30, 2026
- Preliminary (Field Check) Plans - January 29, 2027
- Right-of-Way Documents - April 16, 2027
- Office Check Plans - January 28, 2028
- Final Check / Pre-PS&E to KDOT - March 31, 2028
- PS&E Bid Plans - April 14, 2028
- Assumed Bid Letting - June 2028

Exhibit B – Scope of Services

Dennis Avenue (Hedge Lane to Parker Street) Improvements Project

City of Olathe Project No. 3-C-021-26

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- Construction - 2028-2029
- Assumed contract end date is December 31, 2029

The above schedule shall be adjusted based on changes necessitated by design review durations or project circumstances. If changes are encountered during design the schedule will be updated accordingly.

Dennis Avenue (Hedge Lane to Parker Street) Improvements 6/24/2026		Group Director	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
Item of Work		\$310	\$260	\$180	\$130	\$135		
Task 1 - Preliminary Design Phase								
1.1	Concept Development							
1.1.1	Develop design criteria and detailed objectives for the project. Assume 40mph design and 35mph posted speed for Dennis Avenue. Develop design criteria and objectives for the dogbone roundabout at Dennis Ave, Montclair Dr, and Robinson Dr (Lane configuration, design and control vehicles, multi-modal and pedestrian facility needs, etc.). Design criteria will be developed in conformity with NCHRP 1043.		6	12			18	\$ 3,720
1.1.2	Request and review: Johnson County AIMS data, existing as-builts and plats, developer plans (assumes provided by Olathe)		2	4			6	\$ 1,240
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	\$ 1,240
1.1.4	Develop concept layout for Dennis Ave. This assumes one concept will be created, for purposes of facilitating the confirmation meeting in Task 1.1.5. The objective during concept development is to determine the preferred typical sections and associated limits along Dennis Ave. The concept will also include the proposed dogbone roundabout at Dennis Ave, Montclair Drive, and Robinson Drive. Proposed locations of any RRFBs, HAWK signals, and pedestrian crossings will be included in this concept.		6	20	20	8	54	\$ 8,840
1.1.5	Coordinate with Olathe: median extents (assumes medians on Dennis Ave associated with the proposed roundabout, on east and west sides of the roundabout, then carrying the median east through Ferrel Drive with no median breaks), turn lane requirements, storage length requirements, turning radii requirements, curb return radii. Incorporate and document desired left or right dedicated turn lanes locations and lengths. Confirm location of RRFBs at the roundabout and pedestrian crossing locations of Dennis Ave, including whether they will include RRFBs or HAWK signals.		2	8	8		18	\$ 3,000
1.1.6	Prepare and submit to KDOT "Sketch to State" roll plot / Google Earth KMZ to start KDOT Environmental Process		4	4	4	8	20	\$ 3,360
Concept Development Subtotal			22	52	32	16	122	\$ 21,400
1.2	Data Collection and Sub Coordination							
1.2.1	Field Data Collection Coordination (including resident notification letters), 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	12		16	32	\$ 5,360
1.2.2	Field visit including topo walkthrough to verify site conditions and compile existing condition project photos.		8	12	12		32	\$ 5,800
Data Collection and Sub Coordination Subtotal			12	24	12	16	64	\$ 11,160
1.3	Traffic Analysis							
1.3.1	Develop peak hour turning movement counts and forecast to future year 2050 using the current MARC Travel Demand Model (TDM)			4	8		12	\$ 1,760
1.3.2	Model Existing and Future No-Build AM and PM peak hour scenarios in Synchro 12 (2 intersections)			8	16		24	\$ 3,520
1.3.3	Model Future Build Roundabout AM and PM peak hour scenarios in Sidra 10 (1 dogbone roundabout)			8	16		24	\$ 3,520
1.3.4	Develop Results Tables in excel comparing the Existing, Future No-Build and Build Results for City review		4	4	8		16	\$ 2,800
Traffic Analysis Subtotal			4	24	48		76	\$ 11,600
1.4	Preliminary Roadway Design							
1.4.1	Develop horizontal alignment for Dennis Ave and side streets including edge of pavement, curb lines, and sidewalks/paths using the typical sections and associated limits determined in Task 1.1.5. This assumes an arterial section throughout with 5' bike lanes, 5' sidewalk on one side and 10' side path on the other.		2	16	24	12	54	\$ 8,140
1.4.2	Develop single preferred vertical alignment (using 40mph design/posted speed) for Dennis Avenue based on topographic survey and site conditions and constraints. Includes consideration for intersection sight distance for side streets and entrances, dogbone roundabout, at tie-ins to existing at Hedge Ln and Parker Street.		2	16	32	4	54	\$ 8,100
1.4.3	Develop horizontal geometry for side streets and driveways including potential re-alignments. Assumes 14 side streets (Hedge Ln, Cedar Hills Dr, Clearwater Creek Dr, the two residential side streets on the south side between Clearwater Creek Dr and the western school entrance, Montclair Dr, Robinson Dr, Alta Ln, Pitt St, Sheridan St, Brockway St, Virginia Ln, Payne St, and Ferrel Dr) and 36 driveways (18 on Dennis Avenue and 18 on side streets).		6	24	36	6	72	\$ 11,370
1.4.4	Develop vertical geometry for side streets and driveways including preliminary curb return profiles (assumes 14 side streets and 36 driveways).		12	48	80		140	\$ 22,160
1.4.5	Develop cross-slope/super transitions for tie-ins to west and east end intersection improvements and for 14 side streets.		4	20	48		72	\$ 10,880
1.4.6	Evaluate intersection sight distance at side streets/driveways (assumes 50).		8	24	48		80	\$ 12,640
1.4.7	Evaluate grading and retaining wall options. Develop horizontal and vertical alignments for permanent retaining walls (assumes 8 walls).		8	32	80		120	\$ 18,240
1.4.8	Develop preliminary roadway templates and surface model for Dennis Ave, side streets and driveways.		8	40	80		128	\$ 19,680
1.4.9	Assess impacts to properties.		4	16	16		36	\$ 6,000
1.4.10	Earthwork analysis to balance and confirm cut/fill along corridor for consideration with construction sequencing.		4	8	16		28	\$ 4,560
1.4.11	Preliminary layout dogbone roundabout at Dennis Ave, Montclair Dr, and Robinson Dr to determine feasibility, potential impacts to adjacent properties, and turning movements.		4	16	16		36	\$ 6,000
1.4.12	Establish roundabout geometry (ICD size, shape, entry and exit alignments, truck apron and curbside pavement widths, crosswalk locations and alignment, sidewalks, buffer widths, horizontal tie-ins, etc.).		4	20	40		64	\$ 9,840
1.4.13	Evaluate roundabout performance (geometric speeds, sight distances, vehicle path alignments, etc.)		4	12	20		36	\$ 5,800
1.4.14	Iterations of 1.4.12 and 1.4.13 until design criteria and objectives are met (assumes 1 iteration).		6	24	40		70	\$ 11,080
1.4.15	Develop roundabout vertical geometry (evaluate tie-ins, establish grading limits and property impacts, entry leg alignments, center island curb, etc.)		6	30	60		96	\$ 14,760
Preliminary Roadway Design Subtotal			82	346	636	22	1086	\$ 169,250
1.5	Preliminary Roadway Plan Development							
1.5.1	Create Title Sheet (1), General Notes Sheet (1), Recap of Quantities Sheets (2), Survey Reference Sheet (1), Alignment Detail Sheets (3), Right of Way Overview Sheet (1). Assumes 9 sheets in this task.		2	8	16	20	46	\$ 6,740
1.5.2	Typical Section Sheets (Assumes 4-5 variations for Dennis, 5-6 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). Assumes 2 Dennis typical section sheets and 3 side street sheets.		6	12	30	24	72	\$ 10,860
1.5.3	Create Plan Sheets on Dennis Ave (assumes 12 sheets at 1" = 20' scale).		4	18	36	88	146	\$ 20,840
1.5.4	Create Profile Sheets (H: 1" = 20', V: 1" = 5') assumes 12 sheets on Dennis showing borings, drainage crossings, superelevation and ditch profiles.		4	18	26	26	74	\$ 11,170
1.5.5	Create Removal Plan Sheets (Assumes 12 sheets on Dennis Ave at 1" = 20' scale).		1	4	28	28	61	\$ 8,400
1.5.6	Create side street Plan & Profile profile sheets (Assumes 8 sheets showing 14 side streets).		2	10	16	44	72	\$ 10,340
1.5.7	Create entrance/driveway profile sheets (Assumes 5 sheets showing 36 driveway profiles).			4	12	12	28	\$ 3,900

EXHIBIT B - Scope of Services - 3-C-021-26

1.5.8	Create intersection detail sheets including curb return details and ADA sidewalk improvements. This task includes the plan development of the intersection returns. Assumes 68 intersection details for 12 side streets, 22 commercial entrances and ADA locations. Assumes one sheet per side street and 2 entrances shown on one sheet (23 sheets total).	8	40	60	48	156	\$	23,560
1.5.9	Detail entry alignment edges of pavement (EOP), splitter islands, center island curb profile, and all other roundabout geometry. Includes addition of standard city details (assumes 2 sheets). Includes 1 EOP sheet per leg of the roundabout (4) for EOP alignments and profiles, 2 sheets for center island details, and 1 sheet for every 2 splitter island crosswalks (12 sheets total). Assumes use of city standard details. Creation of special details is not included.	4	24	36	16	80	\$	12,200
1.5.10	Create preliminary retaining wall profile sheets (assumes 8 walls).	4	8	16	8	36	\$	5,640
1.5.11	Create roadway cross sections (assumes 25' interval).	8	16	20	16	60	\$	9,720
1.5.12	Develop preliminary pavement marking and signing sheets (assume 1" = 40'). This assumes 2 views per sheet, with one sheet focused on the roundabout (3 sheets total).	4	8	12	24	48	\$	7,280
1.5.13	Develop preliminary fencing plans and determine existing sprinkler system impacts. Assumes fencing sheets will be at 1" = 40' scale (6 sheets).	1	4	16	16	37	\$	5,220
1.5.14	Revise design grading/construction limits to accommodate all design disciplines.	2	4	12	8	26	\$	3,880
1.5.15	Create and update exhibits for design and coordination meetings (Assume 3 meetings and 3 exhibits).	4	8	8	4	24	\$	4,060
1.5.16	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, but that the Recap of Quantities sheets will include the Recap table.	4	32	40		76	\$	12,000
1.5.17	Prepare deliverables for Field Check Plan Submittal.	1	4	4	8	17	\$	2,580
Preliminary Roadway Plan Development Subtotal		59	222	388	390	1059	\$	158,390
1.6	Preliminary Roadway Drainage Design and Plans							
1.6.1	Review as-builts for existing storm drainage systems		4			4	\$	720
1.6.2	Visit project site and downstream off-site areas for physical and hydraulic controls		4	4		8	\$	1,240
1.6.3	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	\$	5,280
1.6.4	Inlet Spacing layout with drainage areas and perform spread calculations	2	24	60	4	90	\$	13,180
1.6.5	Lay out pipe network/outlets, including tie-ins to existing storm drainage systems	4	12	40	4	60	\$	8,940
1.6.6	Perform storm sewer pipe calculations	4	24	40		68	\$	10,560
1.6.7	Design and details of retaining wall drainage systems (back of wall gutters, underdrain connections)	2	2	4	4	12	\$	1,940
1.6.8	Culvert Hydrology and Hydraulic Design (1 RCB)	2	4	10		16	\$	2,540
1.6.9	Culvert Profiles of 1 culverts and Grading Plans showing wingwall grading and transitions to existing streams	2	6	8	8	24	\$	3,720
1.6.10	Design outlet protection	2	2	8		12	\$	1,920
1.6.11	Develop pipe profile sheets	2	12	60	16	90	\$	12,640
1.6.12	Incorporate construct notes into roadway plan sheets	2	8	16	16	42	\$	6,200
1.6.13	Develop drainage area map sheet	2	1	4	8	15	\$	2,300
1.6.14	Create storm sewer calculation table/sheet	2	4	8	4	18	\$	2,820
1.6.15	Storm Sewer Quantities	1	4	12	4	21	\$	3,080
1.6.16	Perform ditch capacity calcs, design special ditches and determine permanent ditch protection	2	8	12		22	\$	3,520
Preliminary Roadway Drainage Design and Plans Subtotal		33	131	302	68	534	\$	80,600
1.7	Preliminary Olathe Water and Sanitary Relocation							
1.7.1	Olathe Water Relocation - Conflict analysis and meeting with Olathe Water	2	2	8		12	\$	1,920
1.7.2	Olathe Water Relocation - Horizontal and Vertical Design (Assumes 5,000 LF of relocation due to Olathe desired replacement, roadway widening, storm sewer conflicts, and reduction of cover)	8	24	48		80	\$	12,640
1.7.3	Prepare Water Line Keymap and General Notes	2	1	4	6	13	\$	2,030
1.7.4	Preliminary Plan / Profile Drawings (excludes connection details and restrained joint lengths to Final Design)	8	28	80	54	170	\$	24,810
1.7.5	Waterline Quantities and Cost Estimate	2	4	8		14	\$	2,280
1.7.6	Sanitary Sewer Relocation - Horizontal and Vertical Design (Assumes 800 LF of relocation due to roadway widening, storm sewer conflicts)	2	8	12		22	\$	3,520
1.7.7	Sanitary Sewer Plan and Profile Sheets (Scale 1"=20') (Assume 3 lines)	3	8	24	12	47	\$	6,960
1.7.8	Sanitary Force Main Relocation - Horizontal and Vertical Design (Assumes 100 LF of relocation due to roadway widening and reduction of cover)	2	8	16		26	\$	4,040
1.7.9	Sanitary Force Main Plan and Profile Sheet (Scale 1"=20')	1	4	8	4	17	\$	2,560
1.7.10	Sanitary Sewer and Force Main Quantities and Cost Estimate	1	2	4		7	\$	1,140
Preliminary Olathe Water and Sanitary Relocation Subtotal		31	89	212	76	408	\$	61,900
1.8	Preliminary Structural Design and Plans							
	Walls (8)						\$	-
1.8.1	Wall Coordination and consultation with road designers (Assumes 4 Modified ISRW Retaining Walls)	2	16	8		26	\$	4,440
1.8.2	Geotechnical Coordination		6			6	\$	1,080
	RCBs (1)						\$	-
1.8.3	RCB Coordination and consultation with drainage designers (Assumes 2 KDOT Road Class Culverts)	2	16	8		26	\$	4,440
1.8.4	Geotechnical Coordination		6			6	\$	1,080
Preliminary Structural Design and Plans Subtotal		4	44	16		64	\$	11,400
1.9	Preliminary MOT and Construction Sequencing							
1.9.1	Determine temporary access requirements during construction.	2	4	8		14	\$	2,280
1.9.2	Develop general phasing, preliminary Sequence of Construction plan, and detour plan (Assumes 4 sheets).	4	4	16	24	48	\$	7,080
1.9.3	Determine ROW requirements associated with Sequence of Construction.	2	8	8		18	\$	3,000
1.9.4	Develop traffic control typical sections.	2	4	4	8	18	\$	2,840
Preliminary MOT and Construction Sequencing Subtotal		10	20	36	32	98	\$	15,200
1.10	Preliminary Street Lighting/Traffic Signal/Fiber Optic Interconnect Design and Plans							
1.10.1	Prepare Lighting Calculations		16	16		32	\$	4,960
1.10.2	Prepare Preliminary Lighting Plans		20	24	16	60	\$	8,880
1.10.3	Prepare Preliminary Fiber Optic Interconnect Plans		8	8	8	24	\$	3,560
1.10.4	Prepare Preliminary Traffic Signal Plans (Hedge Lane and Pedestrian Crossing Signal, EB Loop Replacement at Parker)		24	28	10	62	\$	9,310
1.10.5	Prepare Preliminary Construction Cost Estimate		4	4		8	\$	1,240
1.10.6	QA/QC	14				14	\$	3,640
Preliminary Street Lighting/Traffic Signal/Fiber Optic Interconnect Design and Plans Subtotal		14	72	80	34	200	\$	31,590
1.11	Preliminary Landscaping Design							
1.11.1	Establish planting palette based off previous projects for review and approval of city staff prior to construction documentaion.		4	8		12	\$	1,760
1.11.2	Conceptual Street Tree Layout and Typical Section.		4	16		20	\$	2,800
1.11.3	3D renderings and conceptual plan for roundabout landscaping, monument sign relocation and connection into the existing park. Assumes one (1) rendered plan & three (3) 3D renderings depicting proposed landscaping concept.		16	40		56	\$	8,080
1.11.4	Develop Preliminary Landscaping Cost Estimate.	2	16	16		34	\$	5,480

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1.11.5	Schedule, prepare for, and attend Preliminary Landscape Design Review Meeting to discuss landscaping concept with city staff to receive direction for final plans. Assumes one (1) meeting.		1	2	2		5	\$	880
1.11.6	QA/QC of Preliminary Landscape Design		2	4	8		14	\$	2,280
Preliminary Landscaping Design Subtotal			5	46	90		141	\$	21,280
1.12	Preliminary Utility Coordination								
1.12.1	Contact Utility companies and request existing facility maps		2	12			14	\$	2,680
1.12.2	Septic Sewer Coordination - Request mapping from JCDHE, review mapping for potential conflicts.		2	4		8	14	\$	2,320
1.12.3	Utility Locates - Provide utility owner facility maps to KVE			8			8	\$	1,440
1.12.4	Project Utility Kick-off meeting: Meet with City to discuss relocation strategy and workflow for project		2	5	1		8	\$	1,550
1.12.5	Conflict Analysis - assess existing utilities and identify potential conflicts based on project concept plans and survey of field-located utilities.			12	8	6	26	\$	4,010
1.12.6	Develop conceptual Utility Relocation Masterplan, conceptual relocation schedule, and conceptual reimbursable cost estimate.			40	8	16	64	\$	10,400
1.12.7	Schedule, arrange, prepare for, and attend initial round of "one-on-one" Utility Coordination Meetings. Assume meetings with up to 8 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	16	4	46	\$	7,460
1.12.8	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	12	2	40	\$	6,670
Preliminary Utility Coordination Subtotal			10	129	45	36	220	\$	36,530
1.13	Right of Way Development								
1.13.1	Coordinate and Review title work provided by KVE for design impacts.		1	12			13	\$	2,420
1.13.2	Prepare and maintain summary of takings and coordinate taking linework with City.		2	12			14	\$	2,680
1.13.3	Prepare front end documents and color tract maps (assume 50 tracts), review, and update per City of Olathe review comments. Assumes one review period.		4	12	40	100	156	\$	21,900
1.13.4	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	4	8		14	\$	2,280
Right of Way Development Subtotal			9	40	48	100	197	\$	29,280
1.14	Public Involvement/Stakeholder Engagement								
1.14.1	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	\$	9,920
1.14.2	Prepare for and attend additional in-person Public Information Meeting. Assume open-house style. Prepare exhibits and plan sets (City will mail invites).		4	4	4		12	\$	2,280
1.14.3	Prepare for and attend individual stakeholder meeting (1 meeting with Olathe Schools).		4	4	8		16	\$	2,800
1.14.4	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	\$	1,600
Public Involvement/Stakeholder Engagement Subtotal			18	28	28	24	98	\$	16,600
1.15	Preliminary Design Quality Assurance								
1.15.1	Senior technical review of Field Check Plans and Cost Estimate	24	24				48	\$	13,680
1.15.2	Senior technical review of ROW Package	16	16				32	\$	9,120
Preliminary Design Quality Assurance Subtotal			40	40			80	\$	22,800
1.16	Preliminary Project Management/Administration								
1.16.1	Develop and maintain project schedule (assumes creating and updating until initial ROW docs submitted)		20				20	\$	5,200
1.16.2	Schedule, coordinate, and attend project kickoff meeting		4	4	4		12	\$	2,280
1.16.3	Schedule, coordinate, and attend Concept confirmation meeting to lock down design decisions in Phase 1.1.		4	4	4		12	\$	2,280
1.16.4	Schedule, coordinate, and attend Pre-Field Check Meeting		4	4	4		12	\$	2,280
1.16.5	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	\$	6,840
1.16.6	Schedule, coordinate, and attend ROW kickoff meeting		4	4	4		12	\$	2,280
1.16.7	Schedule, coordinate, and attend design team meetings through preliminary design and ROW (Assume 3 meetings)		12	12			24	\$	5,280
1.16.8	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	\$	8,800
1.16.9	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 10 months)	10	20	10		20	60	\$	12,800
Preliminary Project Management/Administration Subtotal			10	100	70	28	20	\$	48,040
1.17	ROW Phase Utility Coordination								
1.17.1	Facilitate and review potential pothole requests and information. Assumes potholing done by others - either utility company or city.			20		12	32	\$	5,220
1.17.2	Prepare various working details to assist in determining relocation requirements and conceptual relocation schedule			24	16	10	50	\$	7,750
1.17.3	Schedule, arrange, prepare for, and attend second round of "one-on-one" Utility Coordination Meetings. Assume meetings with 8 different utilities. Second meeting purpose is begin Utility Owner relocation designs.			24	16	4	44	\$	6,940
1.17.4	Update and maintain Utility Master Plan and Schedule (based on second round of one-on-one meetings)		2	40	8	8	58	\$	9,840
1.17.5	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
1.17.6	Schedule and Attend field meetings (Assume 4 site visits 4 hours each for 2 people)			16	16		32	\$	4,960
1.17.7	Utility Owner Supplemental Data - Create supplemental spreadsheets and cross sections for owners requiring additional information for relocation design (Example: Cut/Fill spreadsheet for Every Poles). Includes coordination with K&W for up to 10 potholes needed by utilities for design and relocations.			20	16	8	44	\$	6,760
ROW Phase Utility Coordination Subtotal			2	162	90	42	296	\$	47,050
1.18	ROW Phase Services								
1.18.1	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	4	10	12	30	\$	4,680
1.18.2	Request and review title work updates provided by KVE (assumes 2 updates and impacts 10 tracts).			8		4	12	\$	1,980
1.18.3	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	\$	3,520
1.18.4	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	\$	6,270
1.18.5	Coordinate with KVE for staking of proposed takings on 10 tracts.		2	5			7	\$	1,420
1.18.6	Address on-going minor plan changes and updates during ROW Acquisitions and Utility Relocations necessary for coordination.		16		16	16	48	\$	8,400
1.18.7	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	\$	4,400
1.18.8	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 5 months).	5	10	5		10	30	\$	6,400

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ROW Phase Services Subtotal		5	54	50	42	52	203	\$ 37,070
1.19	Permitting							
1.19.1	Prepare COE Nationwide 14 Permit documentation for no preconstruction notification for one stream crossing		4	12	16		32	\$ 5,280
1.19.2	Identify and assess potential Section 4(f) properties within the Project Corridor, including all publicly owned lands and public-school properties. Prepare Section 4(f) Determination Process document(s) to be used during the Section 4(f) coordination process to reach concurrence on a de minimis impact determination. HNTB will work with KDOT to facilitate the Section 4(f) coordination.		4	64			68	\$ 12,560
Permitting Subtotal			8	76	16		100	\$ 17,840
Task 1 - Preliminary Design Phase Subtotal		55	517	1625	2149	928	5274	\$ 848,620
Task 1 - Preliminary Design Phase Fee Summary								
Labor		Task 1 Estimated Labor Costs: \$ 848,620						
Expenses		Printing/Plotting/Travel 2,500 Field Surveys and ROW Development (Kaw Valley) 299,420 Traffic Counts (GHA) 1,425 Geotech (Kaw Valley) 65,570 Task 1 Estimated Expenses \$ 368,915						
Percent of Fee		64.1%		Estimated Task 1 Fee \$ 1,217,535				
Dennis Avenue (Hedge Lane to Parker Street) Improvements 6/24/2026		Department Manager	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
Item of Work		\$320	\$270	\$190	\$135	\$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	\$ 14,360
2.1.2	Update and finalize Title Sheet, Typical Sections, General Notes, Alignment Detail Sheet, and Right of Way Overview sheet		2	4	10	10	26	\$ 4,050
2.1.3	Create Right of Way plan sheets (assumes 12 sheets at 1"=20' scale).		2	12	24	40	78	\$ 11,660
2.1.4	Update and Finalize roadway plan and profile sheets and add necessary construction notes for misc. improvements (assumes 12 sheets on Dennis Ave).		2	12	20	24	58	\$ 8,880
2.1.5	Update and finalize Removal sheets, Side street Plan & Profile sheets, and entrance/driveway profile sheets. Assumes no additional sheets are being created beyond what was created in Preliminary.			6	12	8	26	\$ 3,880
2.1.6	Update and finalize intersection detail sheets including curb return details and ADA sidewalk improvements. Assumes ramp layout to Olathe detail (no specific elevations and slopes) on the intersections in Preliminary.		8	24	80	24	136	\$ 20,880
2.1.7	Update and finalize roundabouts edge of pavement and splitter island curb horizontal alignment sheets and profile sheets for the dogbone roundabout (assumes sheets will be created at Field Check stage and finalized at the Final Design Stage).		4	8	60	24	96	\$ 14,060
2.1.8	Update and finalize horizontal and vertical alignments for retaining wall profile sheets (assumes 8 walls)		4	8	16		28	\$ 4,760
2.1.9	Update and finalize roadway surface model and cross sections with slope callouts and finished grading		4	20	32	16	72	\$ 11,440
2.1.10	Update and finalize construction (grading) limits to be included and noted on plans			2		6	8	\$ 1,220
2.1.11	Finalize pavement marking and signing sheets and prepare recap tables		2	16	32	6	56	\$ 8,740
2.1.12	Finalize fencing plans and provide notes for sprinkler system impacts			4	16	8	28	\$ 4,040
2.1.13	Include City standard details and project specific details			2	4	16	22	\$ 3,160
2.1.14	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	\$ 14,880
2.1.15	Prepare deliverables for Office Check submittal		2	4	4	12	22	\$ 3,520
Final Roadway Design and Plan Development Subtotal			54	170	382	222	828	\$ 129,530
2.2 Final Drainage Design and Plans								
2.2.1	Address Field Check comments related to drainage		4	20	40	16	80	\$ 12,520
2.2.2	Make final updates/revisions to drainage sheets per utility coordination, land acquisition, and finalization of other disciplines		4	20	40	24	88	\$ 13,640
2.2.3	Final Drainage Quantities and Cost Estimate (Detailed tables by location for inlets / pipes, structures, riprap, ditch protection)		4	8	16	4	32	\$ 5,320
2.2.4	Assemble, update and finalize City/Other Drainage Details to include in plans (Assumes 1 non-standard drainage detail)		1	2	8	8	19	\$ 2,850
2.2.5	Develop Final Erosion and Sediment Control for use in related permit development. Includes phased plan sheets. Assumes lump sum bidding.		8	24	40	40	112	\$ 17,720
2.2.6	Assemble, update and finalize City/other ESC standard details to include in plans			1	4	4	9	\$ 1,290
Final Drainage Design and Plans Subtotal			21	75	148	96	340	\$ 53,340
2.3 Final Olathe Water and Sanitary Relocation								
2.3.1	Final Olathe Water Plan / Profile Drawings		12	24	48	40	124	\$ 19,880
2.3.2	Olathe Water Connection Details (Assumes 18)		2	8	20	20	50	\$ 7,560
2.3.3	Olathe Water Restrained Joint Calculations		2	8	16		26	\$ 4,220
2.3.4	Waterline Quantities and Cost Estimate		2	4	12		18	\$ 2,920
2.3.5	Address City comments on Sanitary Sewer design, incorporate updates per utility coordination and property owner coordination and complete Plan & Profile Sheets		4	20	40	16	80	\$ 12,520
2.3.6	Include Olathe Sanitary standard details and special details in plans.		1	1	2	2	6	\$ 1,010
			23	65	138	78	304	\$ 48,110
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	\$ 6,600
2.4.1.2	Geotechnical and Interdisciplinary Coordination			8			8	\$ 1,520
2.4.1.3	Quantity Calculations and Cost Estimates		1	8	16		25	\$ 3,950
2.4.2	Walls (8)							\$ -
2.4.2.1	Design and Detail of up to 8 Modified ISRW Retaining Walls		4	24	40	60	128	\$ 19,440
2.4.2.2	Standard Details (2 sheets)			4	4	8	16	\$ 2,420
2.4.2.3	Handrail Details			2	2	6	10	\$ 1,490
2.4.3	RCBs (1)							
2.4.3.1	Plan development of 1 standard RCBs. Include KDOT standard structural details, no special design elements except pipe openings. Modify to accommodate handrails.		8	16	16	16	56	\$ 9,600
2.4.3.2	Standard Details (4 sheets)			2	4	8	14	\$ 2,040
2.4.3.3	Handrail details			2	2	6	10	\$ 1,490
Final Structural Design and Plans Subtotal			29	78	84	104	295	\$ 48,550
2.5 Final MOT and Construction Sequencing								
2.5.1	Finalize access requirements during construction		2	2	4	4	12	\$ 2,020
2.5.2	Temporary access road / shooflys / interim connections design and details		2	12	40	16	70	\$ 10,460
2.5.3	Finalize general phasing, Sequence of Construction plan, and detour plan. Includes the addition of 1"=40' scale plan sheets, 2 views per sheet, for each of the 3 assumed phases (15 sheets).		16	16	80	60	172	\$ 26,560
2.5.4	Finalize construction schedule and conceptual quantities and costs		2	8	16		26	\$ 4,220
2.5.5	Include City of Olathe standard details				4	4	8	\$ 1,100
Final MOT and Construction Sequencing Subtotal			22	38	144	84	288	\$ 44,360

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2.6	Final Street Lighting/Traffic Signal/Fiber Optic Interconnect Design and Plans							
2.6.1	Prepare Final Lighting Plans	1	16	24	16	57	\$	8,790
2.6.2	Prepare Final Fiber Optic Interconnect Plans	1	4	8	2	15	\$	2,390
2.6.3	Prepare Final Traffic Signal Plans & Wiring Diagrams (Hedge Lane & Pedestrian Crossing Signal)	1	24	24	16	65	\$	10,310
2.6.4	Lighting Details, Quantities, Costs, and Specifications	1	8	8	4	21	\$	3,430
2.6.5	Traffic Signal/Fiber Optic Details, Quantities, Costs, and Specifications	1	10	16	6	33	\$	5,170
2.6.6	QA/QC of Final Lighting & Traffic Signal Design	12				12	\$	3,240
	Final Street Lighting/Traffic Signal/Fiber Optic Interconnect Design and Plans Subtotal	17	62	80	44	203	\$	33,330
2.7	Final Landscaping Design							
2.7.1	Develop Final Landscape Plans for Dennis Ave Corridor, roundabout, and park connection. Assumes eight (8) sheets.	2	16	80		98	\$	14,380
2.7.2	Develop Monument Sign Relocation Plan. Assumes only layout and horizontal coordinate data for proposed sign location. City to provide previous construction details for monument sign. Assumes one (1) sheet.	1	8	16		25	\$	3,950
2.7.3	Develop Final Landscape Cost Estimate.	2	8	16		26	\$	4,220
2.7.4	QA/QC of Final Landscape Design	2	8	8		18	\$	3,140
	Final Landscaping Design Subtotal	7	40	120		167	\$	25,690
2.8	Final Utility Coordination							
2.8.1	Conflict Analysis - ongoing coordination between roadway design and utility relocation design.		12	12		24	\$	3,900
2.8.2	Follow-up action including: transmitting status roadway plans and status Utility Master Plan to utilities.	4	28	16	6	54	\$	9,400
2.8.3	General Correspondence: coordination with utilities (assumes 9 months of coordination effort with approximately 2 hrs per month for 2 people)		18	18		36	\$	5,850
2.8.4	Update and maintain Utility Master Plan and Schedule (based on on-going coordination)	2	16	8	8	34	\$	5,780
2.8.5	Reimbursement Assessment - Aid City in determining percentage of reimbursable utilities and getting Relocation Agreements executed		20	4		24	\$	4,340
2.8.6	Utility Owner Plan Review - Review utility owner relocation plans and verify vs project improvements		24	30	4	58	\$	9,170
2.8.7	Develop project wide Status of Utilities, KDOT Form 1304		2			2	\$	380
	Final Utility Coordination Subtotal	6	120	88	18	232	\$	38,820
2.9	Final Design Quality Assurance							
2.9.1	QA Review of Office Check Plans (includes Senior Technical Review of Plan Submittal)	24	24			48	\$	14,160
	Final Design Quality Assurance Subtotal	24	24			48	\$	14,160
2.10	Final Project Management/Administration							
2.10.1	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	\$	2,380
2.10.2	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	\$	8,280
2.10.3	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 9 months).	9	18	9	18	54	\$	11,970
	Final Project Management/Administration Subtotal	9	40	31	4	102	\$	22,630
	Task 2 - Final Design Phase (Office Check) Subtotal	33	243	679	1188	664	2807	\$ 458,520

Task 2 - Final Design Phase (Office Check) Fee Summary

Labor:	Task 2 Estimated Labor Costs: \$	458,520
Expenses:	Printing/Plotting/Travel	4,000
	Utility Potholes (K&W)	26,095
	Irrigation Design (Ecosystems)	4,200
	Task 2 Estimated Expense = \$	34,295
Percent of Fee	25.9%	Estimated Task 2 Fee \$ 492,815

Dennis Avenue (Hedge Lane to Parker Street) Improvements		Department Manager	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
6/24/2026								
Item of Work		\$320	\$270	\$190	\$135	\$140		
Task 3 - Bidding Phase								
3.1	KDOT Final Check and 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	\$ 12,240
3.1.2	Final Drainage Updates per comments on Office Check Plans, Final Utility Coordination, and Land Acquisition		4	4	12	8	28	\$ 4,580
3.1.3	Final Waterline Updates per comments on Office Check Plans, Final Utility Coordination, and Land Acquisition		4	4	12	8	28	\$ 4,580
3.1.4	Address Final Design Comments related to Structural Design (walls, RCB, and handrail details).			12		12	24	\$ 3,960
3.1.5	Address Final Design Comments related to street lighting/traffic signal design			4	4	4	12	\$ 1,860
3.1.6	Updates for City standard details and project specific details		2		4	4	10	\$ 1,640
3.1.7	Update construction quantities and cost estimate		2	8	16	8	34	\$ 5,340
3.1.8	Prepare final contract specifications (City of Olathe to provide base document) document preparation.		12	20	48		80	\$ 13,520
3.1.9	Prepare deliverables for KDOT's Final Check and Overall City Bidding Submittals		2	2	4	4	12	\$ 2,020
3.1.10	Ongoing communication with City of Olathe and task leads, monthly progress reports, and maintain and finalize project schedule (assumes 5 months PS&E and Bidding Phase)		10	10			20	\$ 4,600
3.1.11	Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 5 months).	5	10	5		10	30	\$ 6,650
	KDOT Final Check and Bidding (PS&E) Updates and Specs Subtotal	5	50	93	124	82	354	\$ 60,990
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	\$ 3,960
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	\$ 10,080
3.2.3	Update Project-Wide Status of Utilities (KDOT Form 1304)			2			2	\$ 380
	Utility Coordination Subtotal		8	38		36	82	\$ 14,420
3.3	Final Permitting							
3.3.1	Prepare KDHE NPDES NOI Permit Application and City of Olathe Land Disturbance Permit		1	4	12		17	\$ 2,650
	Final Permitting Subtotal		1	4	12		17	\$ 2,650
3.4	Bidding Services							
3.4.1	Provide City with electronic (pdf) plan set and contract documents for use in electronic bidding via Bonfire		2	2			4	\$ 920
3.4.2	Provide consultation/answer questions during bidding process		4	8	4		16	\$ 3,140
3.4.3	Arrange for, attend, and prepare meeting minutes for pre-bid conference		6	6			12	\$ 2,760
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	\$ 3,700
3.4.5	Assist City in analyzing bids and making recommendation for award of construction contract		2	4	2		8	\$ 1,570
	Bidding Services Subtotal		16	28	14	4	62	\$ 12,090

		Bidding Services Subtotal		5	75	163	150	122	515	\$ 90,150
Task 3 - Bidding Phase Fee Summary										
Labor:				Task 3 Estimated Labor Costs: \$ 90,150						
Expenses:				Printing/Plotting/Travel 500						
				Task 3 Total Expense = \$ 500						
Percent of Fee				4.8%	Estimated Task 3 Fee \$ 90,650					
Dennis Avenue (Hedge Lane to Park Street) Improvements 6/24/2026				Department Manager	Project Manager	Project Engineer	Design Engineer	Technician	Total	Total Costs
Item of Work				\$320	\$270	\$190	\$135	\$140		
Task 4 - Construction Services										
4.1	Construction Services-General									
4.1.1	Prepare for and attend Public Information Meeting No. 4. Assumes virtual open-house style. Prepare electronic comment forms, exhibits, current plan sets (City will mail invites)				6	6	4	4	20	\$ 3,860
4.1.2	Prepare for and attend Pre-construction meeting. Assumes attendance by 3 HNTB employees.				4	6	4	2	16	\$ 3,040
4.1.3	Respond to non-structural questions/RFIs during construction (assume 16 month construction schedule)				32	32			64	\$ 14,720
4.1.4	Respond to Structural questions/RFI's (Wall, RCB & Handrails) during construction (assume 16 month construction schedule)(assume 7 RFI's)				12	16			28	\$ 6,280
4.1.5	Respond to Drainage & Waterline questions/RFI's during construction				16	16			32	\$ 7,360
4.1.6	Construction Coordination Meetings (assumes 1 structural engineer present at one construction coordination meeting every other month for 16 months)					8			8	\$ 1,520
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	\$ 8,120
4.1.8	Attend bi-monthly construction progress meetings (assumes 16 month/69 week construction schedule)				34				34	\$ 9,180
4.1.9	Participate in final walk-through inspection				4				4	\$ 1,080
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	\$ 3,900
4.1.11	Bi-Monthly project review meetings, budget set-up and tracking, scheduling, and invoice preparation (assumes 16 month with 1 meeting/2 months, 4 attendees/meeting)			8	8	8		8	32	\$ 7,360
4.1.12	Prepare SWPPP Binder for Selected Contractor				4		4		8	\$ 1,620
Construction Services-General Subtotal				8	126	106	32	50	322	\$ 68,040
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	\$ 5,300
4.2.2	Review drainage and sanitary structure shop drawings (precast inlets and manholes) (Assumes 60 structures - one initial review and one verification)				2	8	40		50	\$ 7,460
4.2.3	Review Waterline Catalog Cuts				2	8			10	\$ 2,060
Shop Drawings-Non-Structural Subtotal					6	24	64		94	\$ 14,820
4.3	Shop Drawings-Structural									
4.3.1	Precast Box Culvert Shop Drawing Review (1 Culvert)				2	12	16		30	\$ 4,980
4.3.2	Handrail Shop Drawing Review (6 sets of handrails)				4	16	32		52	\$ 8,440
Shop Drawings-Structural Subtotal					6	28	48		82	\$ 13,420
Task 4 - Construction Services Subtotal				8	138	158	144	50	498	\$ 96,280
Task 4 - Construction Services Fee Summary										
Labor:				Task 4 Estimated Labor Costs: \$ 96,280						
Expenses:				Printing/Plotting/Travel 2,500						
				Task 4 Total Expense = \$ 2,500						
Percent of Fee				5.2%	Estimated Task 4 Fee \$ 98,780					
Dennis Avenue (Hedge Lane to Parker Street) Improvements Total Hours				101	973	2625	3631	1764	9094	\$ 1,493,570
Dennis Avenue (Hedge Lane to Parker Street) Improvements Fee Summary										
Labor:				Group Director 31,770						
				Project Manager 257,540						
				Project Engineer 482,500						
				Design Engineer 479,440						
				Technician 242,320						
				Total Estimated Labor \$ 1,493,570						
Expenses:				Printing/Plotting/Travel 9,500						
				Field Surveys and ROW Development (Kaw Valley) 299,420						
				Traffic Counts (GHA) 1,425						
				Geotech (Kaw Valley) 65,570						
				Utility Potholes (K&W) 26,095						
				Irrigation Design (Ecosystems) 4,200						
				Total Estimated Expenses \$ 406,210						
				Total Fee = \$ 1,899,780						



KAW VALLEY ENGINEERING, INC.

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Address: 14700 West 114th Terrace
Lenexa, KS 66215

June 23, 2026

C26P2745-R

Mr. Zach Jarchow
HNTB Corporation
6300 Sprint Parkway Suite 300
Overland Park, KS 66211

RE: **PROPOSAL FOR SURVEYING SERVICES
DENNIS AVENUE (HEDGE LANE TO PARKER STREET)
HNTB PN 87570 / CITY OF OLATHE PN 3-C-021-26**

Dear Mr. Jarchow:

In response to your request, Kaw Valley Engineering, Inc. (KVE) is pleased to submit the following proposal for survey services for the improvements on Dennis Avenue, Hedge Lane to Parker Street (K-7) in Olathe, Kansas. The scope of services will be performed in accordance with the fee basis and time schedule described herein.

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

Respectfully submitted,
Kaw Valley Engineering, Inc.

Gary A. Leeds, P.E.
Principal

Attachments: Scope of Services/Fees and Exhibits

\\VMLX-FILE\Projects\C26_2745_Proposal\2026-06-23 REV SUR Proposal Dennis Ave Hedge Lane to Parker Street Olathe, KS.docx

**SCOPE OF SERVICES/FEES
DENNIS AVENUE (HEDGE LANE TO PARKER STREET)
OLATHE, KANSAS**

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**SCOPE OF SERVICES/FEES
DENNIS AVENUE (HEDGE LANE TO PARKER STREET)
OLATHE, KANSAS**

- 1. TASK 1: Project Inventory and Safety Analysis** (Assumed at 2026 Rates)
 - a. Administrative project set-up
 - b. Review project requirements with HNTB
 - c. Site visit by KVE Professional Surveyor and designated key personnel
 - d. Planning session with KVE Professional Surveyor and KVE survey field manager
 - e. Project kick-off meeting including review of project requirements documented and included in QC/QA submittal – All team members
 - f. Project Safety meeting – KVE field crew and KVE survey field manager
- 2. TASK 2: Control Establishment** (Assumed at 2026 Rates)
 - a. Project Control Value Requirements**
 - i. Project Control will be based on the Horizontal and Vertical Johnson County Control Network and conform to the coordinate base (modified state plane).
 - b. Section Corner Location & Reporting**
 - i. Research **eleven (11) USPLSS section corners** (United States Public Land Survey System corners)
 - ii. Verify section corners; Reference per state statute.
 - iii. Establish ground coordinates (Modified State Plane) based on Johnson County Control Network (NAD83 2011) on section corners.
 - iv. Filing of section-corner ties with the appropriate county and state entities.
 - v. Input section corner descriptions and values into HNTB-provided spreadsheet tables.
 - vi. Quality control review of field data and table input by the KVE Professional Surveyor
 - c. Primary Horizontal Control Network Placement & Reporting**
 - i. Place and reference primary control points (CP)
 - ii. Establish ground coordinates (Modified State Plane) based on Johnson County Control Network (NAD83 2011) on CP's
 - iii. Input CP descriptions and values into HNTB-provided spreadsheet tables.
 - iv. Quality control review of field data and table input by the KVE Professional Surveyor
 - d. Primary Vertical Control Network Placement & Reporting**
 - i. Place and describe project benchmarks (BM)
 - ii. Establish vertical (Sea-Level Datum) NAVD'88 values of CP's and BM's with "Engineering Level" based on Johnson County Control Network
 - iii. Establish ground coordinates (Modified State Plane) based on Johnson County Control Network (NAD83 2011) on BM's
 - e. Quality Control Review Benchmark Descriptions and Values of HNTB Control Spreadsheet Tables**
 - i. Quality control review of field data and table input by the KVE Professional Surveyor.
 - f. Drafting Standards**
 - i. Control information shall be drafted in a format compatible with HNTB drafting standards.

- ii. Per HNTB request, the drafting scale shall be at 1" = 20' and drawing orientation shall be set for plan sheets depicting north to the right.
- iii. The control drawing shall contain the USPLSS (section ties and corner) framework, CP and BM data.

g. Quality Assurance

- i. Once deemed ready for submittal to HNTB, the KVE quality assurance officer will review the quality control procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

3. TASK 3: Topographic Survey (Assumed at 2026 Rates)

a. TASK 3.1: Topographic Survey

i. Base Topographic Survey Information

- 1. Detailed topographic survey from the centerline to the variable limits as displayed on attached **Exhibit B (R1)**.
- 2. Unless physical access is restricted, the topographic survey shall include the character and location of all streets, curbs, utility structures, utility poles, street lights, improved surfaces, walls, buildings, fences, and other improvements within the topographic limits, observed in the process of conducting the fieldwork, including ornamental trees 6" diameter (trees shall be identified as deciduous or coniferous, scientific or common names shall not be given) and larger, bushes, shrubs, and other natural vegetation within landscaped areas and other substantial features observed in the process of conducting the fieldwork (e.g., parking areas, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse)
- 3. Areas of natural timber shall not include individual tree locations. These areas shall be shown as an 'outline' of the tree mass.
- 4. Photographs of the topographic area shall be taken and referenced on a "Photo Log" by photo name, location and direction taken.

ii. Utility Information

- 1. Underground utilities shall be surface located as marked by the Kansas One-Call System. KVE, in its sole discretion, shall make a secondary effort to obtain markings in areas not initially marked. KVE is not responsible for the completeness or accuracy of the utility marks.
- 2. Privately owned utilities and/or service lines will NOT be located unless marked by Kansas One-Call. KVE shall take no actions to find or locate any such lines.
- 3. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available. Johnson County AIMS information shall also be used.
- 4. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected.
- 5. Overhead utilities will be shown connected between service poles. Where marked, pole identification data will be collected and reported. Types of lines and owners shall be reported only to the

extent that information is supplied to KVE by the utility company or its representatives. (See item 3 (a) (ii) (iii) above)

6. If provided to KVE, as-built information shall be used to assist in the collection and verification of field data.

iii. Water Systems

1. Water lines within the limits of survey appear to be owned by the City of Olathe. KVE shall locate any visible surface features (valves, hydrants, blowoffs, etc.) and align any provided mapping to the field markings and features.

iv. Sanitary Sewer Information

1. The survey shall include approximately **twenty-two (22)** sanitary sewer manholes (structure location, size, invert elevations, pipe size & construction material) within the survey area and one (1) beyond the limits shown on attached **Exhibit B1**.
2. Approximately **ten (10)** septic systems or lateral fields will be located as shown on attached **Exhibit B1**. HNTB shall coordinate with Johnson County KDHE to locate the septic systems. KVE shall locate the markings in the same manner as other utilities. Per Johnson County AIMS, addresses with suspected septic systems are as follows (although others may exist):
 - a. 916 S Diane Drive
 - b. 1005 S Cedar Hills Drive
 - c. 1107 S Cedar Hills Drive
 - d. 1001 S Cedar Hills Drive
 - e. 1000 S Cedar Hills Drive
 - f. 1929 W Dennis Avenue
 - g. 1917 W Dennis Avenue
 - h. 1913 W Dennis Avenue
 - i. 1901 W Dennis Avenue
 - j. 1100 S Robinson Drive
3. If provided to KVE, as-built information shall be used to assist in the collection and verification of the field data.

v. Storm Sewer Information

1. The survey shall include approximately **sixty-six (66) storm sewer structures or pipe ends** (structure location, size, invert elevations, pipe size & construction material) within the survey area and one (1) beyond the limits shown on attached **Exhibit B2**.
2. If provided to KVE, as-built information shall be used to assist in the collection and verification of the field data.

vi. Drafting Standards

1. Topographic information shall be drafted in a format compatible with HNTB drafting standards.
2. The topography will be submitted in AutoCAD Civil3D compatible format.
3. Per HNTB request, the drafting scale shall be at 1" = 20' and drawing orientation shall be set for plan sheets depicting north to the right.

vii. Quality Control

1. During the drawing process, KVE field surveyor and KVE survey field manager shall periodically perform “Office Checks” to ensure the completeness and overall quality of the field data.
2. The drawing shall be underlaid with the orthograph image from either Johnson County AIMS or Google Earth as verification of surface feature location and completeness.
3. Upon initial drawing completion, a walk-through field-check of the drawing shall be performed to verify and quality control the drawing.
4. KVE drafting technician shall integrate all “red-lines” and review the drawing to ensure completeness against drafting checklist.
5. Upon integration of office and field “red-lines,” the drawing shall be quality control checked by the supervising KVE Professional Surveyor.
6. Once deemed ready for submittal to HNTB, KVE quality assurance officer will review the quality control procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

b. TASK 3.2: Utility Pothole Location Survey

- i. HNTB will procure potholing services from a private utility locator for up to **ten (10) utility lines** to be exposed
- ii. KVE shall field locate the ground surface at the location marked by the private utility locator and record depth and line type as identified and marked on a stake left by the private utility locator at the line location.
- iii. KVE shall not place any equipment (survey pole or tape) into an open pothole to measure depth or location.
- iv. KVE shall not approach any “open” pothole. The private utility locator shall backfill and mark the location with a lath, marked with the line type and depth clearly shown.
- v. HNTB will provide a 48-hour advance notice to KVE of the private utility locator’s intent to expose and mark any line and shall limit mobilization to two (2) instances.
- vi. Upon receipt of the 48-hour advance notice, a KVE survey crew will arrive on site at 3:00 pm CST on the day of excavation to record the field data.
- vii. The data gathered shall be submitted as “points” in P,N,E,Z,D format in a text file along with corresponding photos and will not be placed into the base topographic survey drawing.

4. TASK 4: Property Basemap Development (Assumed at 2026 Rates)

a. Property Line and Existing Right-of-Way (ROW) Determination

- i. Develop boundary information for **fifty-one (51) tracts** identified by HNTB as shown on attached **Exhibit B3**. Existing property and ROW information shall be based on plats and deed information obtained by KVE.
- ii. Place plats and deeds information into existing USPLSS framework
- iii. Perform field reconnaissance of property corners based on record information.

- iv. Locate corners recovered in 4 (a) (ii) above within the project control network.
- v. Resolve property lines and ROW from monuments and calculated locations.
- vi. Unplatted parcels shall be drawn from deed information.
- vii. Ownerships will be shown as listed on the Johnson County AIMS website.

b. Property Basemap Drawing

- i. Property information shall be drafted in a format compatible with HNTB drafting standards.
- ii. The property basemap will be submitted in AutoCAD Civil3D compatible format.
- iii. Per HNTB request the drafting scale shall be at 1" = 20' and drawing orientation shall be set for plan sheets depicting north to the top.

5. TASK 5: Ownership Reports (Assumed at 2026 Rates)

a. Initial Reports

- i. From the **fifty-one (51) tracts** mentioned above, KVE shall obtain ownership reports for the **fifty-five (51) numbered tracts**.
- ii. KVE shall review the reports to ensure that all documents listed in the report have been supplied by the title company. Missing, incomplete, or illegible documents or replacements for erroneous documents will be requested.
- iii. Each supplied document will be validated as to its significance or effect on the subject parcel.
- iv. KVE shall revise the property basemap to include the ownership report information and submit/re-submit the basemap to HNTB.
- v. Drafting standards shall be per item 4 (b) above.

b. Report Updates

- i. Upon written notification from HNTB, KVE shall obtain up to **ten (10) updated ownership reports**.
- ii. KVE shall review each updated report and update the information shown in the property basemap as an overlay/reference drawing.
- iii. KVE shall submit a separate overlay/reference drawing containing any revisions for HNTB's inclusion into the current basemap.
- iv. Drafting standards shall be per item 4 (b) above.

6. TASK 6: Easement Descriptions and Exhibits (Assumed at 2026 Rates)

a. TASK 6.1 Easement Descriptions

- i. Up to **one hundred thirty-eight (128)** easements/takings will be created by KVE on HNTB-identified parcels.
- ii. HNTB shall provide KVE the geometry for each taking in CAD format.
- iii. Each easement description shall be written in accordance with Paragraph II of the Kansas Minimum Standards for Boundary Surveys; adopted November 21, 2020 attached hereto as **Exhibit D**.

b. Task 6.2 QC Reviews

- i. KVE shall perform a quality control review of each HNTB-created exhibit drawing for the descriptions.

c. TASK 6.3 Field Staking of Easements and Right of Ways (ROW)

- i. Perform a one-time field staking of the proposed easements and ROW's

- ii. For this task, KVE assumes **ten (10) or any combination equaling ten (10) tracts shall be staked.**
 - iii. KVE shall limit the effort for this task to **three (3) mobilizations.**
- 7. TASK 7: Property Taken in Fee (Assumed at 2026 Rates)**
 - a. If a portion of any parcel is taken in fee, pursuant to Kansas Statute 19-1434 (attached hereto as **Exhibit E**), KVE will be required to create a Certificate of Survey depicting the newly created parcel and the balance of the original property. This applies only to descriptions that create a ‘new’ or previously undescribed parcel.
The Certificate of Survey is required to undergo review by the Johnson County Surveyor’s Office (**subject to a review fee, currently \$25**) and be filed with Johnson County Register of Deeds (**subject to a filing fee, currently \$21 for the first page and \$17 for each additional page**). **The review and filing fees will be treated as a reimbursable expense.**
 - b. Properties or parcels taken in total where the surveyor is not required to create a smaller parcel from the whole, or change the existing record description, do not require this filing. Any such taking shall be prepared in a similar manner as described in Task 6 above using the existing record description.
 - c. For this proposal, KVE is budgeting up to **ten (10) parcels** requiring a certificate of survey.
- 8. TASK 8: Hydrology Survey**
 - a. KVE shall take cross-sections as designated 1 through 3 on attached **Exhibit B**.
 - b. These locations are visually depicted and KVE shall generally conform to their location and extent. The data gathered shall be submitted as “points” in P,N,E,Z,D format in a text file and will not be placed into the base topographic survey drawing.
 - c. Surface information (DTM/TIN) shall NOT be generated.
- 9. TASK 9: Submittal of Primary Survey Tasks (Assumed at 2026 Rates)**
 - a. Prepare project survey books including documentation for the following:
 - i. Control point data and descriptions; and bench mark data and descriptions
 - ii. USPLSS filings
 - iii. Property / ROW development notes
 - iv. Topographic field survey (signed by the supervising KVE Professional Surveyor per K.A.R. 66-6-1(c)(1)) The HNTB/KVE quality control Certificate of Compliance shall stand for this certification.
 - v. Utility coordination information (Kansas One-Call data)
 - vi. Property basemap drawing included in signed topographic drawing
 - vii. Topographic utility drawing included in signed topographic drawing
 - viii. Sewer structure notes
 - ix. Photo logs
 - x. Quality Control/Quality Assurance documentation including certification per HNTB Quality Control Plan requirements.
- 10. TASK 10: As-Built Services - Excluded**
- 11. TASK 11: Contingency Services (Assumed at 2027 Rates)**
 - a. Upon written notification from HNTB, KVE shall perform various ‘as-needed’ survey tasks including but not limited to survey of newly developed areas.
 - b. Each such task shall be documented as a separate sub-task, (Example 11-1, 11-2 etc.) for accounting purposes.

- c. All work within this task shall conform to the requirements of Tasks 2 through 8 listed above.
- d. The report/drawing for each Task 11 engagement shall be submitted as a supplement to the original.

12. Weather Impacts to Schedule

- a. On any day KVE considers the project is delayed by adverse weather conditions, KVE shall identify to HNTB in writing (email or otherwise) the adverse weather conditions affecting each activity, the specific task affected, and the anticipated number of field days lost. HNTB shall subsequently provide written recognition of the delay and the schedule shall be equitably adjusted. The compressed schedule for this Agreement does not allow for the inclusion of scheduled time lost by reason of adverse weather.

13. Exclusions

- a. Services in this agreement are specifically limited to those listed in paragraphs 1 through 11 above. All other requested services shall require a written supplemental agreement signed by HNTB and KVE prior to any effort.

14. Attachments

- a. Exhibit A – Compensation R1
- b. Exhibit B – Survey Limits R1
- c. Exhibit B1 – Sanitary Structures
- d. Exhibit B2 – Storm Structures
- e. Exhibit B3 – Tract Maps
- f. Exhibit C – Schedule
- g. Exhibit D - Kansas Minimum Standards for Boundary Surveys
- h. Exhibit E – Kansas Statute 19-1434

Exhibit A - Compensation

<u>Services</u>	<u>Quantity</u>	<u>2026 Rates</u>	<u>Dennis Avenue (R1)</u>
		<u>Unit Price</u>	<u>Extension</u>
Project Inventory and Safety Analysis:			
Task 1			
Principal - QC/QA Manager	1	\$ 255.00	\$ 255.00
Survey Principal	2	\$ 200.00	\$ 400.00
Survey Project Manager	2	\$ 175.00	\$ 350.00
Field Survey Crew	1	\$ 195.00	\$ 195.00
Senior Survey CADD Technician	1	\$ 135.00	\$ 135.00
Survey CADD Technician	1	\$ 120.00	\$ 120.00
Administrative Assistant	1	\$ 75.00	\$ 75.00
			<u>\$ 1,530.00</u>
Control Establishment			
Task 2.b. USPLSS Corners			
Principal - QC/QA Manager	1	\$ 255.00	\$ 255.00
Survey Principal	2	\$ 200.00	\$ 400.00
Survey Project Manager	5	\$ 175.00	\$ 875.00
Field Survey Crew	16	\$ 195.00	\$ 3,120.00
Senior Survey CADD Technician	1	\$ 135.00	\$ 135.00
Survey CADD Technician	4	\$ 120.00	\$ 480.00
			<u>\$ 5,265.00</u>
Task 2.c. Horizontal Control Network			
Principal - QC/QA Manager	1	\$ 255.00	\$ 255.00
Survey Principal	2	\$ 200.00	\$ 400.00
Survey Project Manager	6	\$ 175.00	\$ 1,050.00
Field Survey Crew	18	\$ 195.00	\$ 3,510.00
Senior Survey CADD Technician	1	\$ 135.00	\$ 135.00
Survey CADD Technician	8	\$ 120.00	\$ 960.00
			<u>\$ 6,310.00</u>
Task 2.d. Vertical Control Network			
Principal - QC/QA Manager	1	\$ 255.00	\$ 255.00
Survey Principal	5	\$ 200.00	\$ 1,000.00
Survey Project Manager	7	\$ 175.00	\$ 1,225.00
Field Survey Crew	18	\$ 195.00	\$ 3,510.00
Senior Survey CADD Technician	1	\$ 135.00	\$ 135.00
Survey CADD Technician	8	\$ 120.00	\$ 960.00
			<u>\$ 7,085.00</u>
Topographic Survey:			
Task 3.1 - Base Topographic Survey			
Principal - QC/QA Manager	1	\$ 255.00	\$ 255.00
Survey Principal	30	\$ 200.00	\$ 6,000.00
Survey Project Manager	30	\$ 175.00	\$ 5,250.00
Field Survey Crew	208	\$ 195.00	\$ 40,560.00
Senior Survey CADD Technician	20	\$ 135.00	\$ 2,700.00
Survey CADD Technician	144	\$ 120.00	\$ 17,280.00
			<u>\$ 72,045.00</u>
Task 3.2 - Utility Pothole Location Survey			
Principal - QC/QA Manager	1	\$ 255.00	\$ 255.00
Survey Principal	2	\$ 200.00	\$ 400.00
Survey Project Manager	2	\$ 175.00	\$ 350.00
Field Survey Crew	8	\$ 195.00	\$ 1,560.00
Senior Survey CADD Technician	1	\$ 135.00	\$ 135.00
Survey CADD Technician	1	\$ 120.00	\$ 120.00
			<u>\$ 2,820.00</u>
Property Basemap Development:			
Task 4			
Principal - QC/QA Manager	1	\$ 255.00	\$ 255.00
Survey Principal	40	\$ 200.00	\$ 8,000.00
Survey Project Manager	10	\$ 175.00	\$ 1,750.00
Field Survey Crew	40	\$ 195.00	\$ 7,800.00
Senior Survey CADD Technician	40	\$ 135.00	\$ 5,400.00
Survey CADD Technician	80	\$ 120.00	\$ 9,600.00
			<u>\$ 32,805.00</u>

Ownership & Easement Inclusion:**Task 5.a. - Initial Reports (51 Tracts)**

Principal - QC/QA Manager	1	\$	255.00	\$	255.00
Survey Principal	25	\$	200.00	\$	5,000.00
Survey Project Manager	2	\$	175.00	\$	350.00
Field Survey Crew	16	\$	195.00	\$	3,120.00
CADD Manager	50	\$	135.00	\$	6,750.00
Senior Survey CADD Technician	60	\$	135.00	\$	8,100.00
Survey CADD Technician	120	\$	120.00	\$	14,400.00
				\$	37,975.00

Task 5.b. - Report Updates (10 Tracts)

Principal - QC/QA Manager	1	\$	255.00	\$	255.00
Survey Principal	2	\$	200.00	\$	400.00
Survey Project Manager	0	\$	175.00	\$	-
Field Survey Crew	0	\$	195.00	\$	-
CADD Manager	5	\$	135.00	\$	675.00
Senior Survey CADD Technician	10	\$	135.00	\$	1,350.00
Survey CADD Technician	10	\$	120.00	\$	1,200.00
				\$	3,880.00

Easement Descriptions and Exhibits (128 Descriptions)**Task 6.1**

Principal - QC/QA Manager	1	\$	255.00	\$	255.00
Survey Principal	45	\$	200.00	\$	9,000.00
Survey Project Manager	4	\$	175.00	\$	700.00
Field Survey Crew	0	\$	195.00	\$	-
Senior Survey CADD Technician	50	\$	135.00	\$	6,750.00
Survey CADD Technician	210	\$	120.00	\$	25,200.00
				\$	41,905.00

Quality Control Review of HNTB Exhibits**Task 6.2**

Principal - QC/QA Manager	0	\$	255.00	\$	-
Survey Principal	1	\$	200.00	\$	200.00
Survey Project Manager	0	\$	175.00	\$	-
Field Survey Crew	0	\$	195.00	\$	-
Senior Survey CADD Technician	3	\$	135.00	\$	405.00
Survey CADD Technician	17	\$	120.00	\$	2,040.00
				\$	2,645.00

Staking of Easement Descriptions (10 Instances)**Task 6.3**

Principal - QC/QA Manager	0	\$	255.00	\$	-
Survey Principal	1	\$	200.00	\$	200.00
Survey Project Manager	2	\$	175.00	\$	350.00
Field Survey Crew	20	\$	195.00	\$	3,900.00
Senior Survey CADD Technician	2	\$	135.00	\$	270.00
Survey CADD Technician	8	\$	120.00	\$	960.00
				\$	5,680.00

Properties Taken in Fee (Certificate of Survey - 10):**Task 7**

Principal - QC/QA Manager	1	\$	255.00	\$	255.00
Survey Principal	24	\$	200.00	\$	4,800.00
Survey Project Manager	10	\$	175.00	\$	1,750.00
Field Survey Crew	40	\$	195.00	\$	7,800.00
Senior Survey CADD Technician	16	\$	135.00	\$	2,160.00
Survey CADD Technician	80	\$	120.00	\$	9,600.00
				\$	26,365.00

Hydrology Surveys (3 Cross Sections of Unnamed Stream)**Task 8**

Principal - QC/QA Manager	0	\$	255.00	\$	-
Survey Principal	1	\$	200.00	\$	200.00
Survey Project Manager	3	\$	175.00	\$	525.00
Field Survey Crew	10	\$	195.00	\$	1,950.00
Senior Survey CADD Technician	1	\$	135.00	\$	135.00
Survey CADD Technician	2	\$	120.00	\$	240.00
				\$	3,050.00

Submittal Primary Survey Tasks**Task 9**

Principal - QC/QA Manager	1	\$	255.00	\$	255.00
Survey Principal	6	\$	200.00	\$	1,200.00
Survey Project Manager	4	\$	175.00	\$	700.00
Field Survey Crew	3	\$	195.00	\$	585.00
Senior Survey CADD Technician	2	\$	135.00	\$	270.00
Survey CADD Technician	8	\$	120.00	\$	960.00
					<u>\$ 3,970.00</u>

Contingency Services**Task 11**

2027 Rates

Principal - QC/QA Manager	1	\$	255.00	\$	255.00
Survey Principal	5	\$	200.00	\$	1,000.00
Survey Project Manager	5	\$	175.00	\$	875.00
Field Survey Crew	40	\$	195.00	\$	7,800.00
Senior Survey CADD Technician	10	\$	135.00	\$	1,350.00
Survey CADD Technician	40	\$	120.00	\$	4,800.00
					<u>\$ 16,080.00</u>

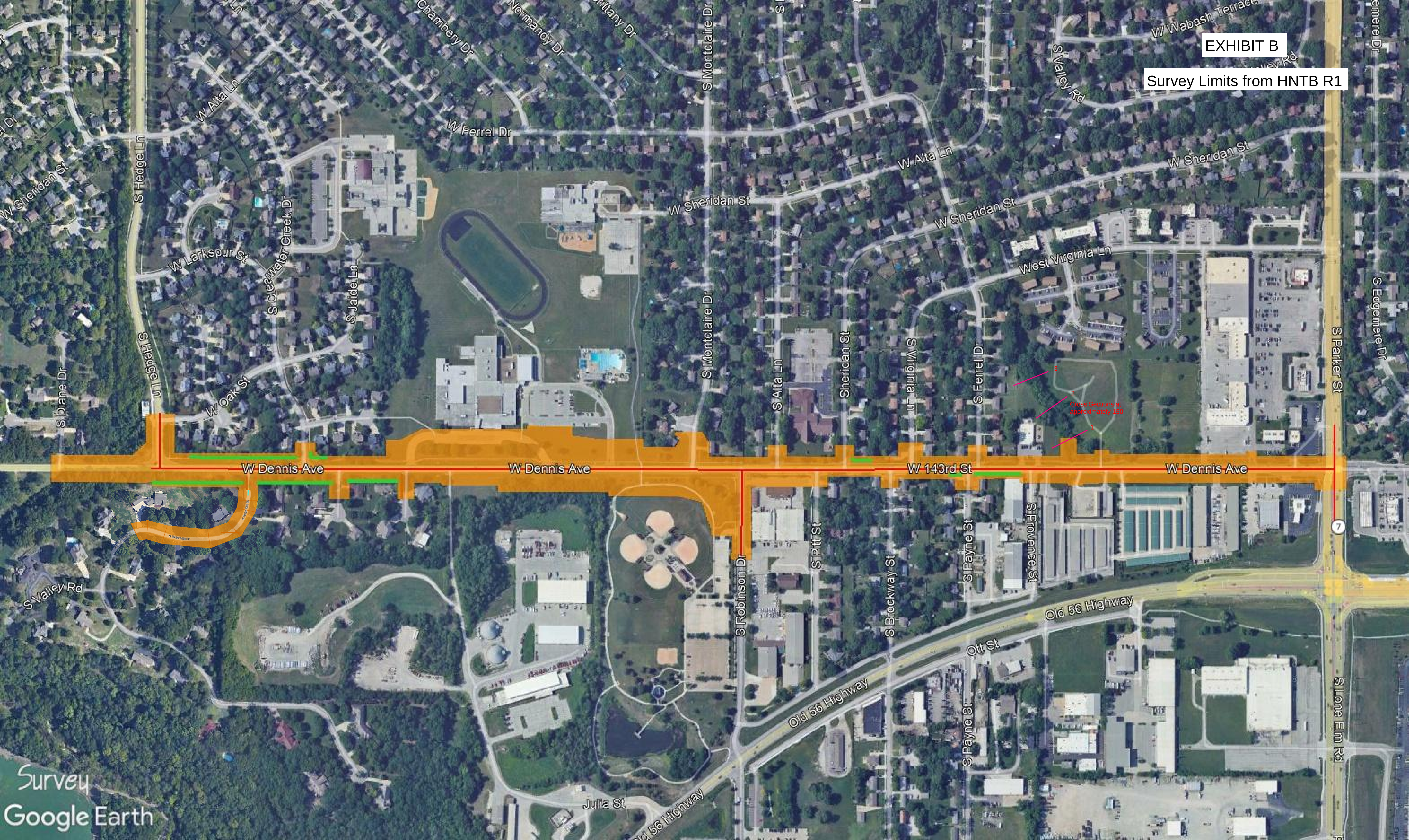
Subtotal - Labor**\$ 269,410.00****Reimbursables:**

Task 2 - Monuments and Section Corner Filing		Lump Sum	\$	150.00
Task 3.2 - Geophysical Surveyor		Lump Sum	\$	1,400.00
Task 5.a. - Title Commitments	51	\$	500.00	\$ 25,500.00
Task 5.b. - Title Commitment Updates	10	\$	250.00	\$ 2,500.00
Task 7 - Review Fee	10	\$	25.00	\$ 250.00
Task 7 - Filing Fee (first page)	10	\$	21.00	\$ 210.00
Task 7 - Filing Fee (each additional page)	TBD	\$	17.00	TBD

Subtotal - Reimbursables**\$ 30,010.00****Total****\$ 299,420.00**

EXHIBIT B

Survey Limits from HNTB R1





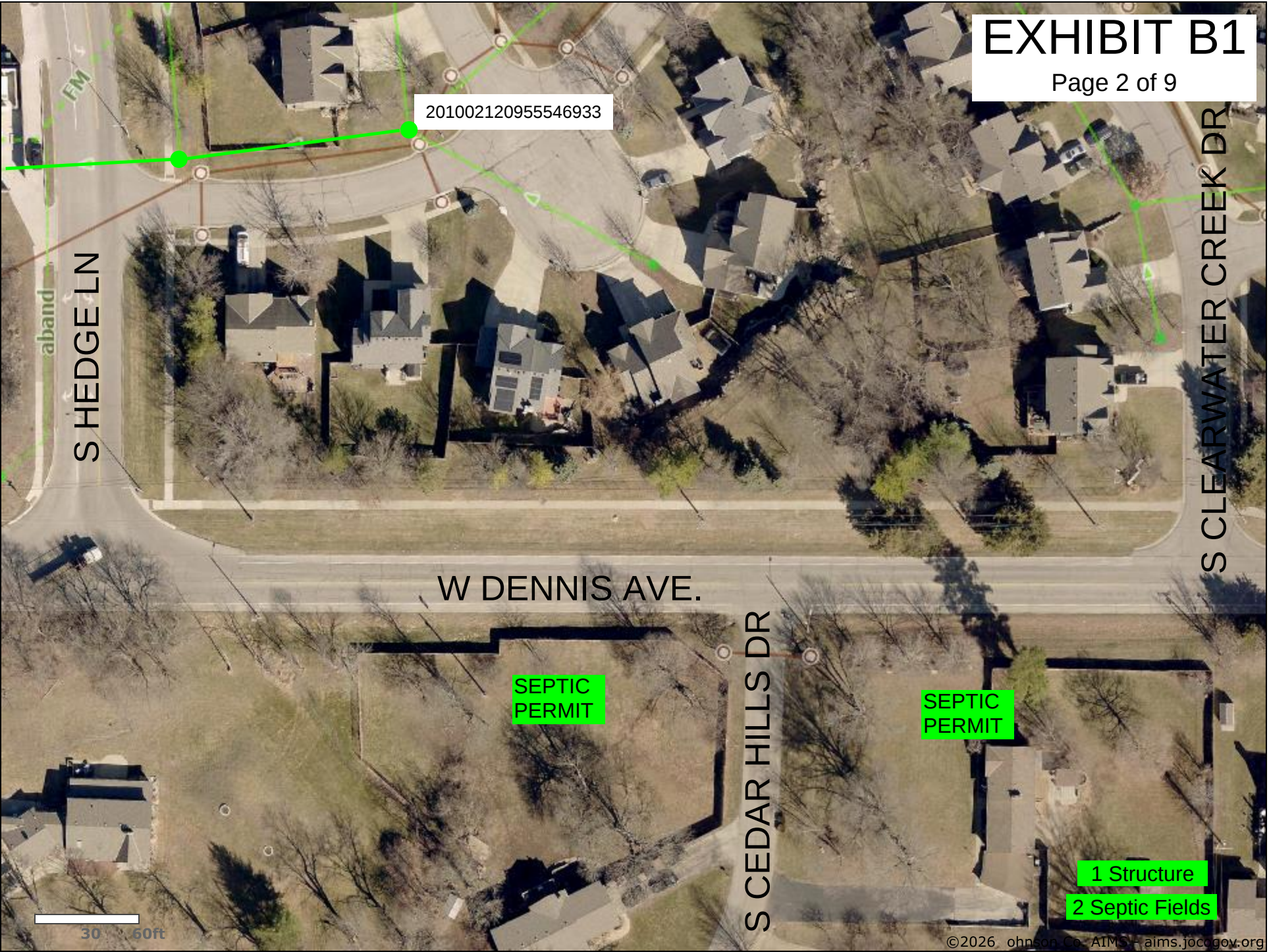


EXHIBIT B1

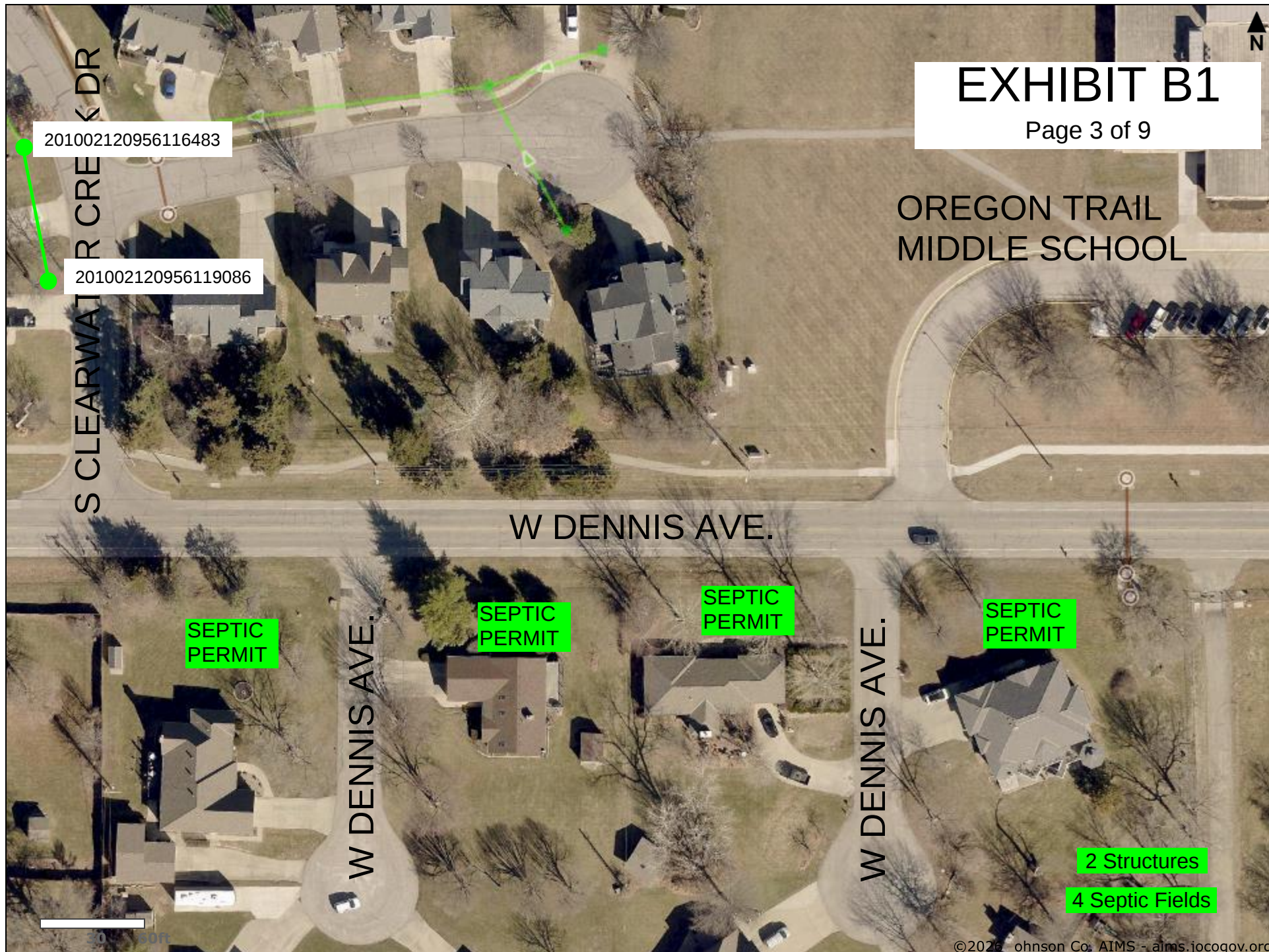


EXHIBIT B1

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EXHIBIT B1

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JCPW ENTRANCE

OREGON TRAIL
MIDDLE SCHOOL

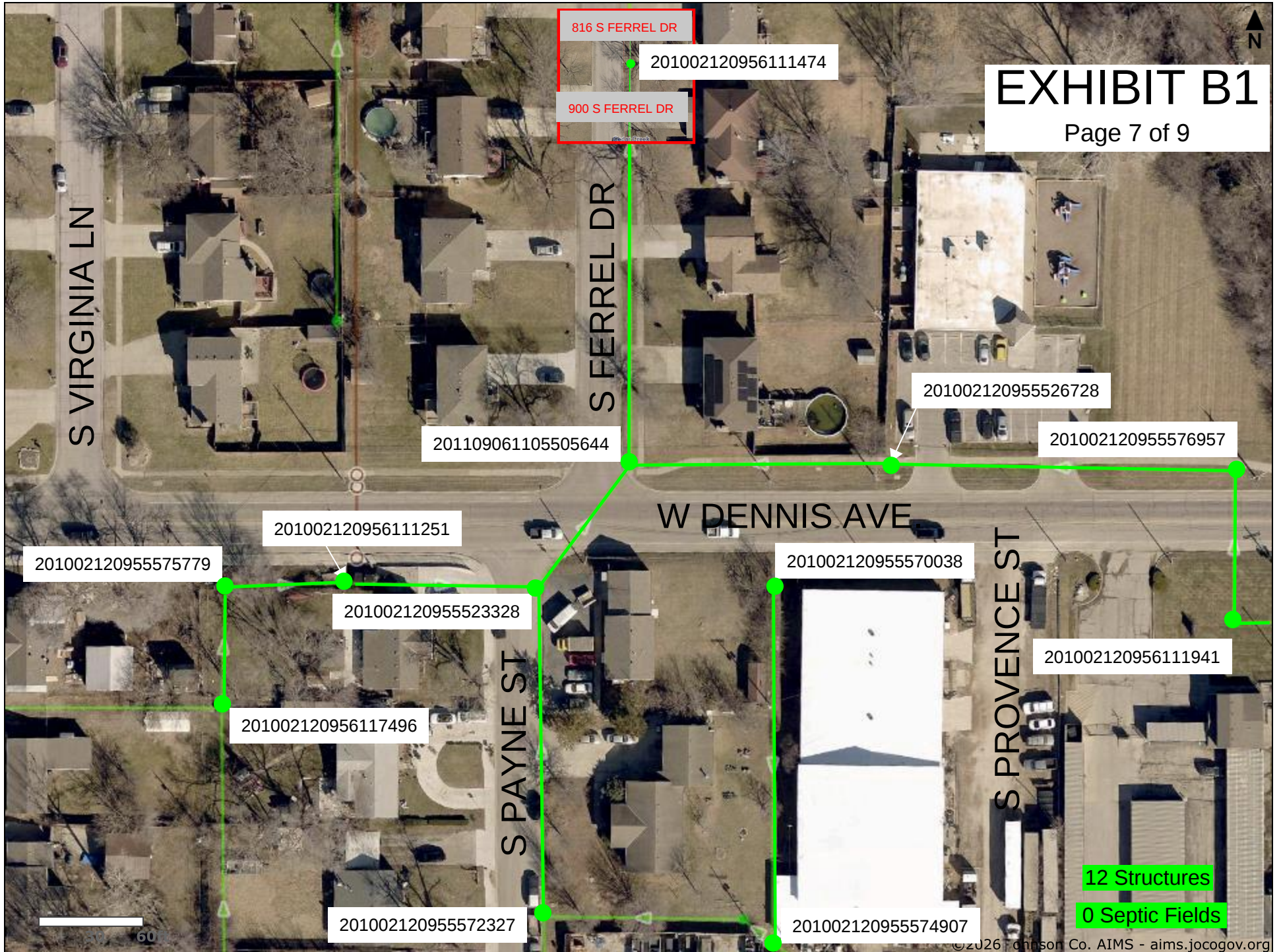
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0 Structures

0 Septic Fields







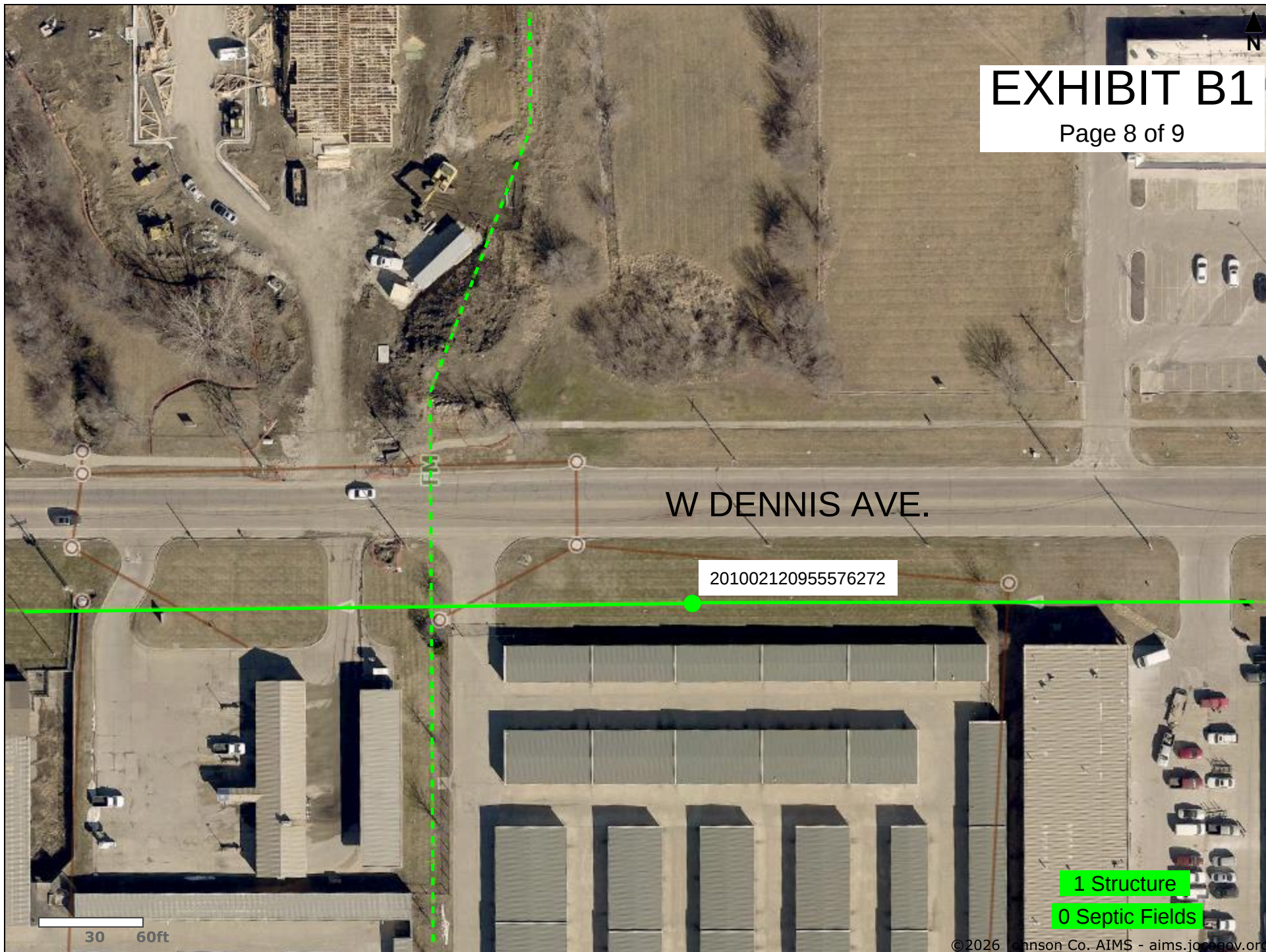


EXHIBIT B1

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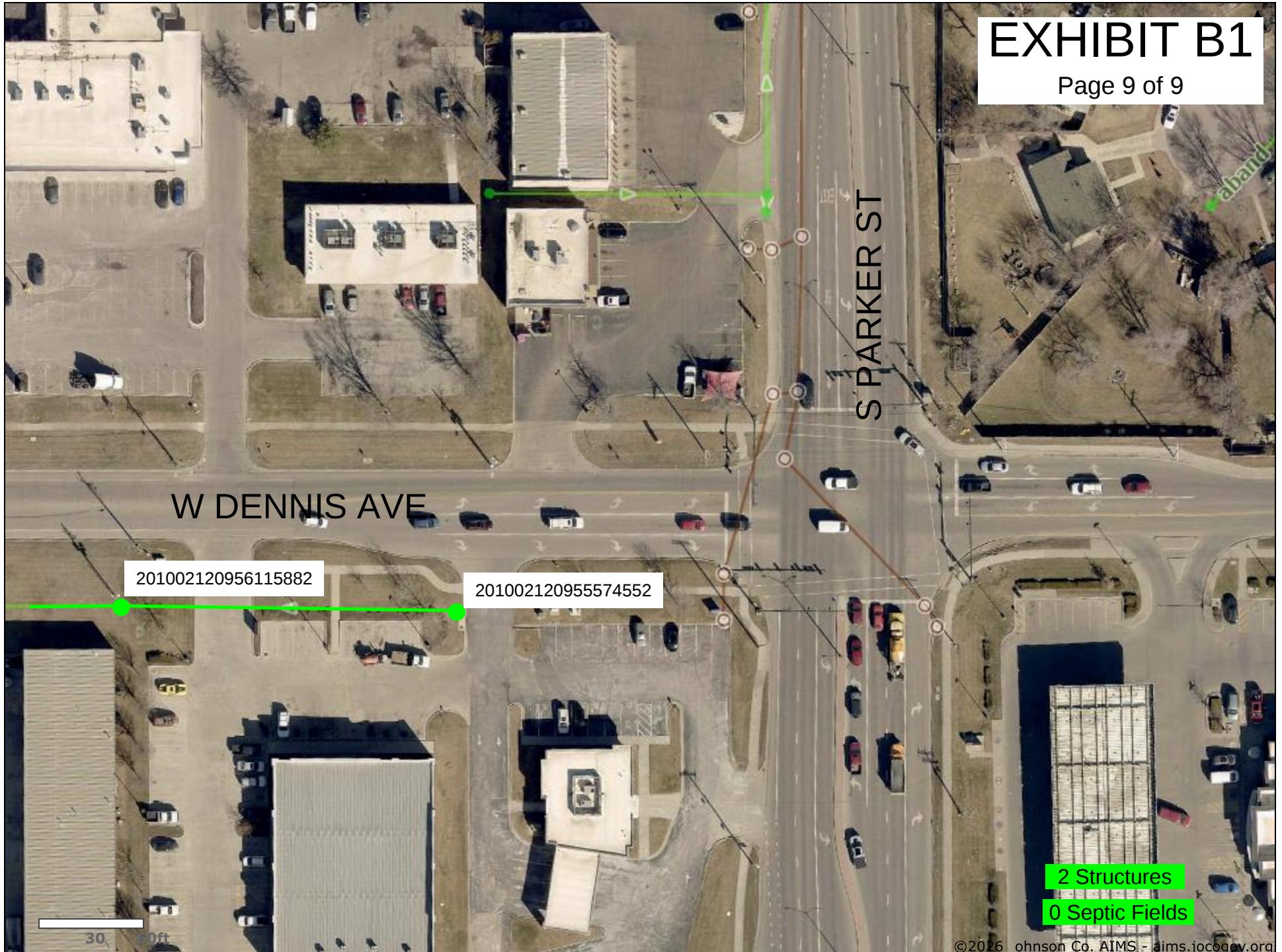
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30 60ft

1 Structure
0 Septic Fields

EXHIBIT B1

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Page 2 of 9

3 Structures

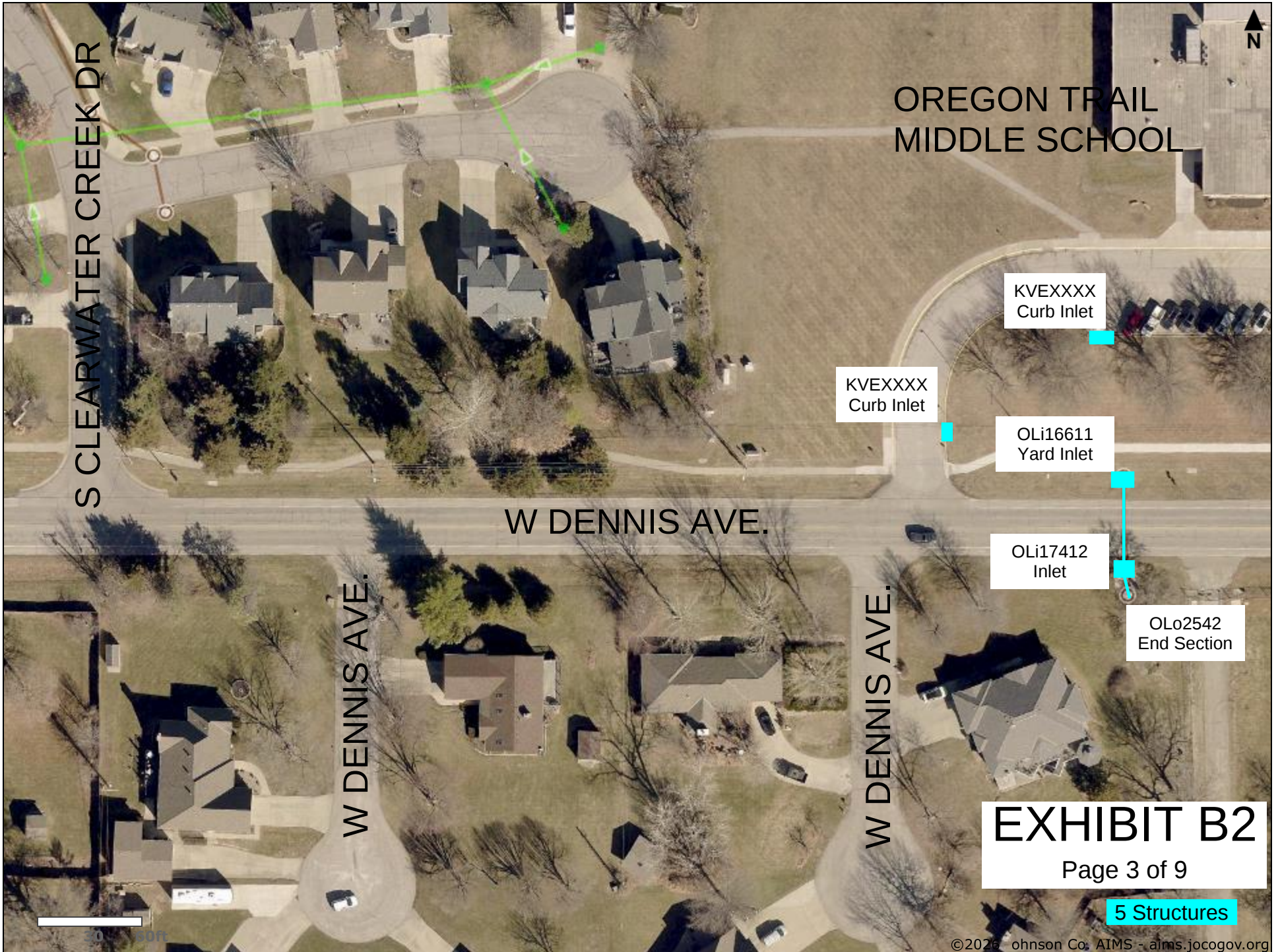








EXHIBIT B2

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0 Structures

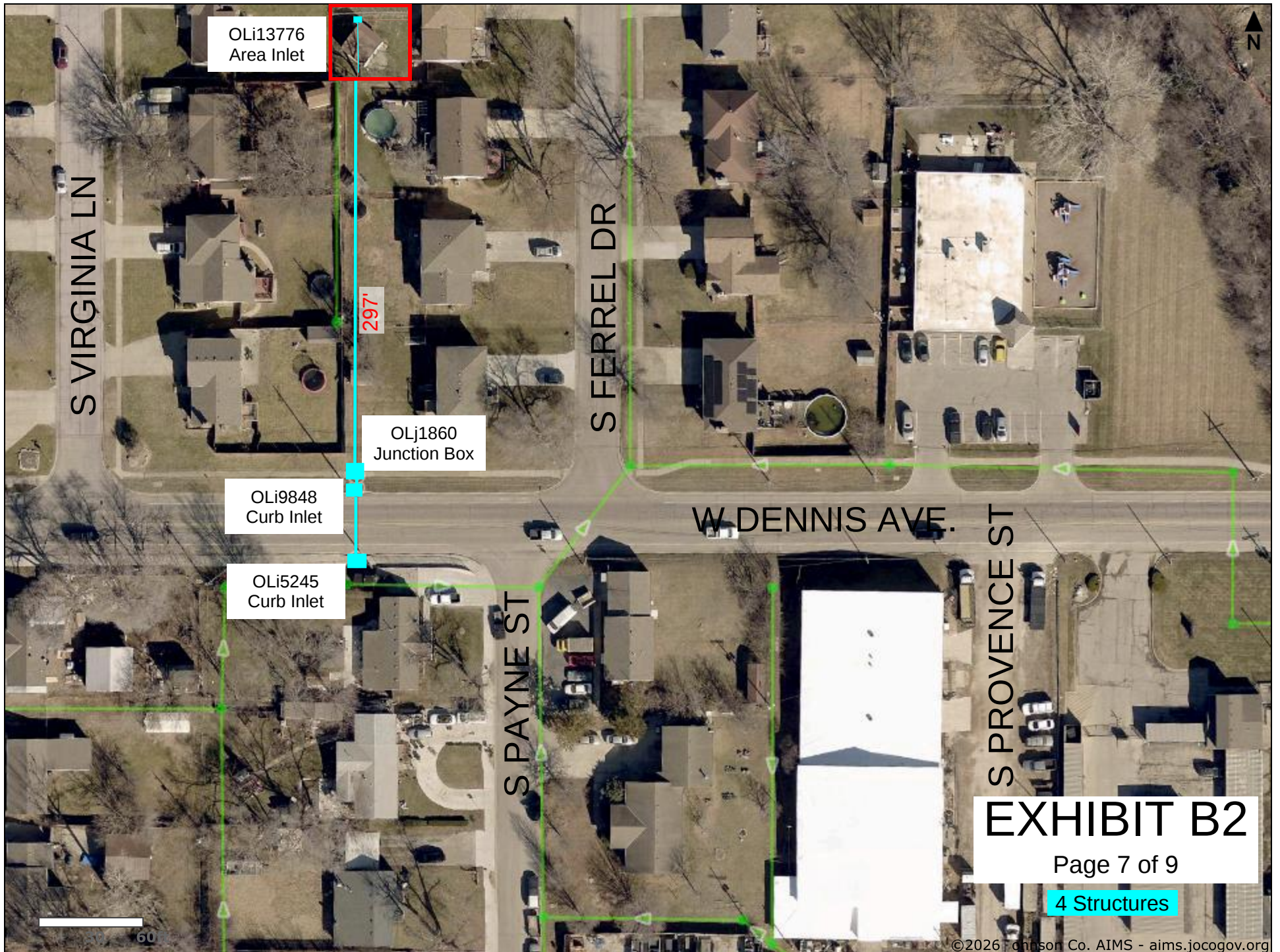
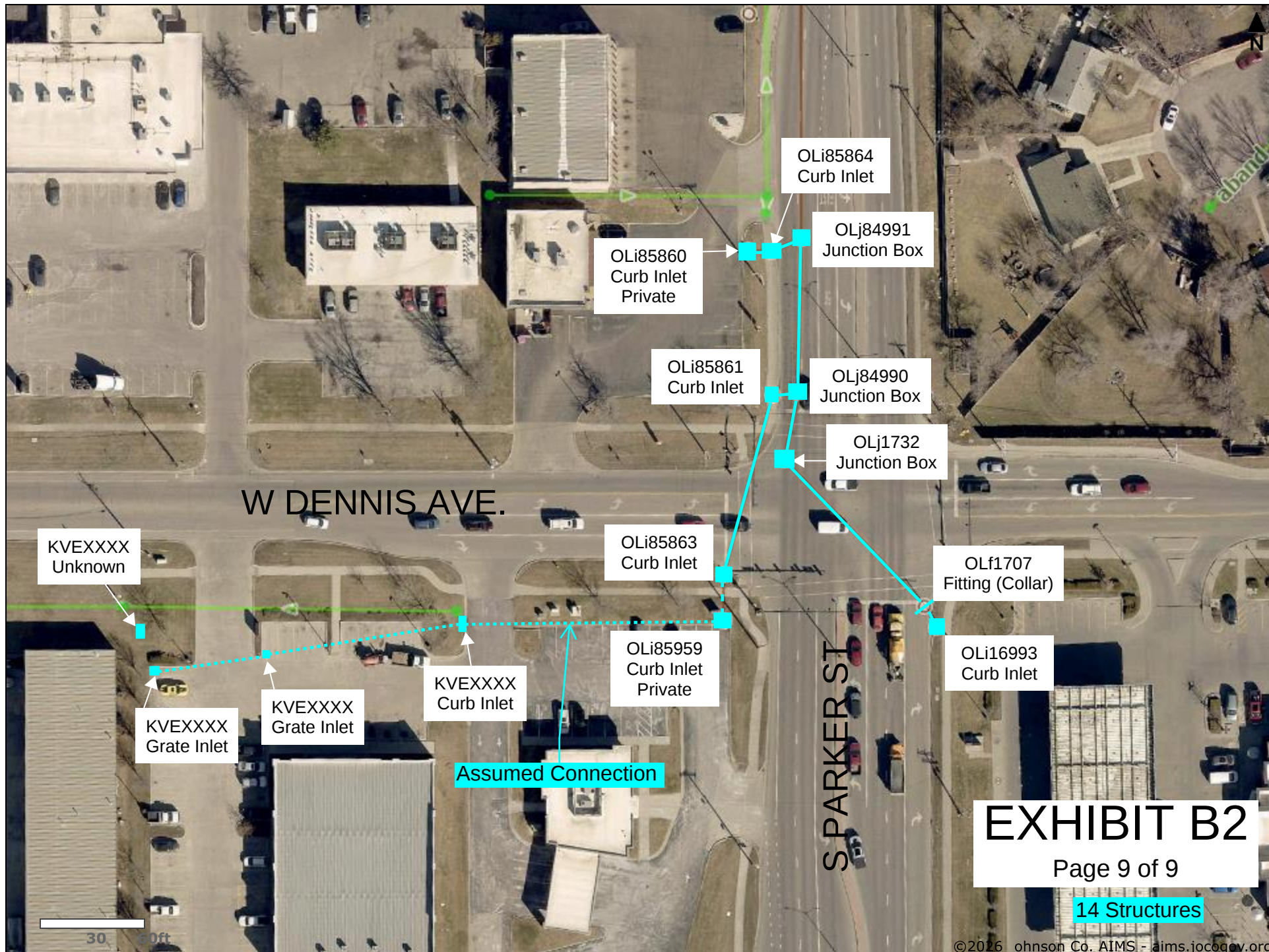
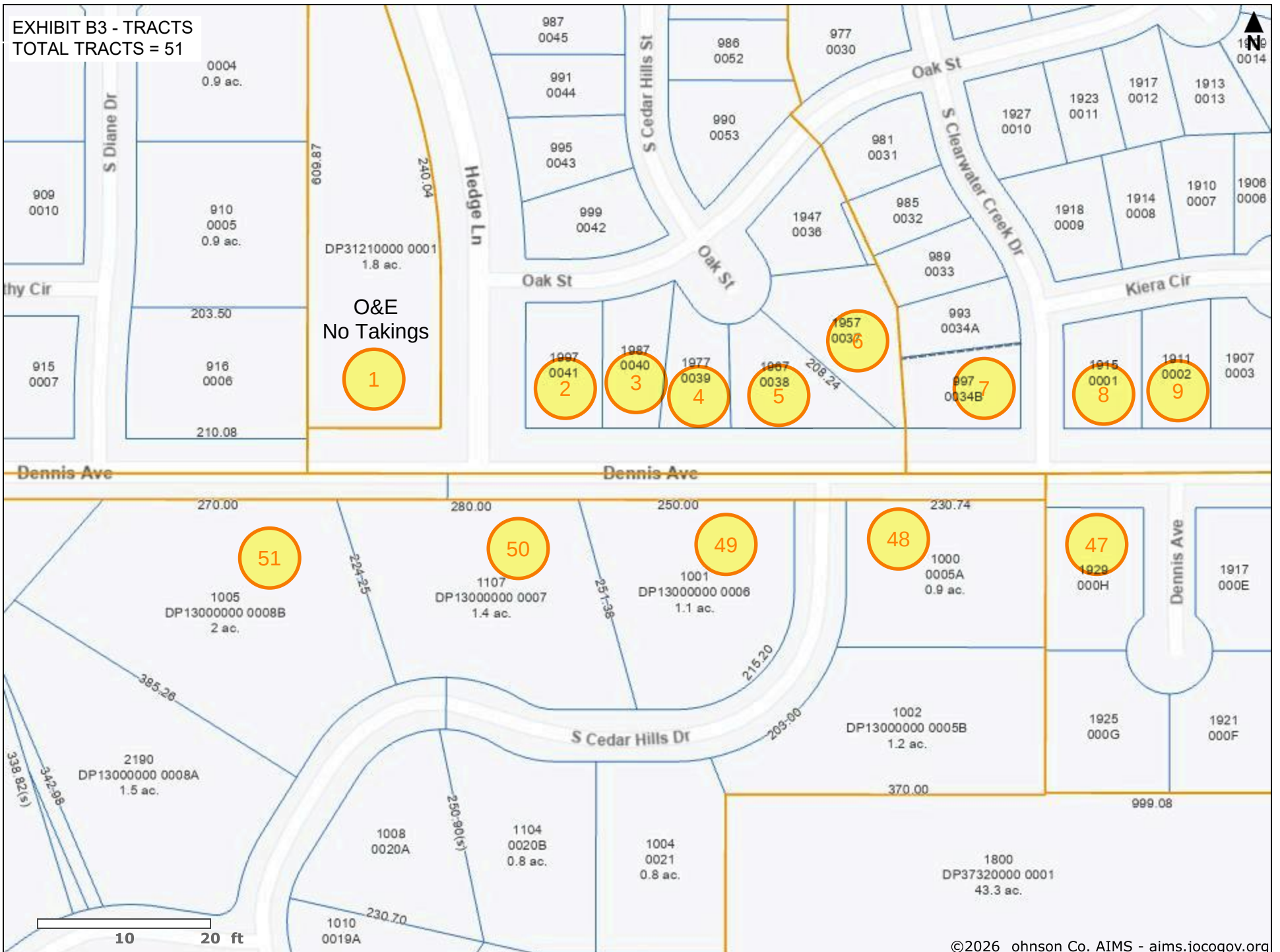


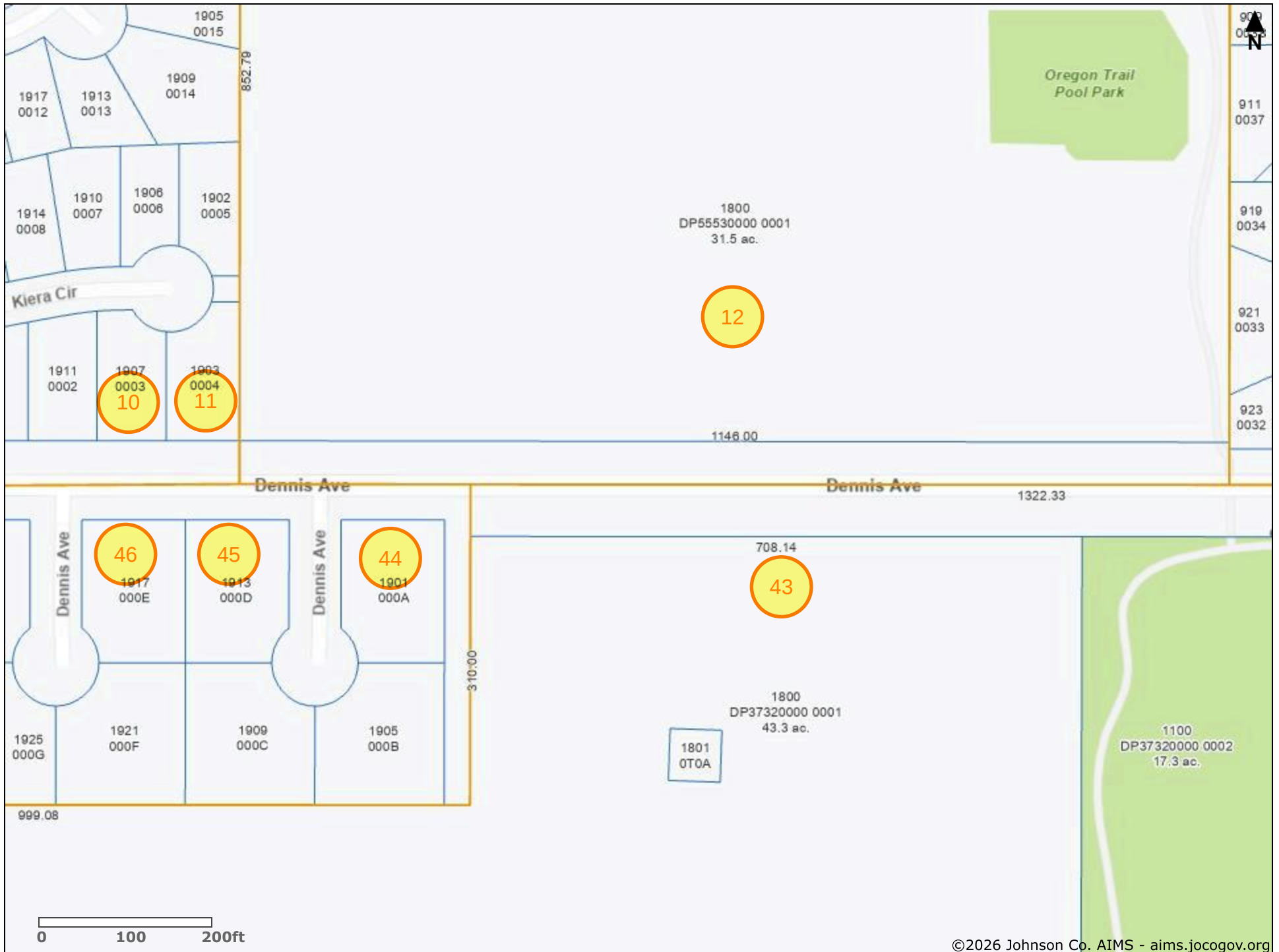
EXHIBIT B2

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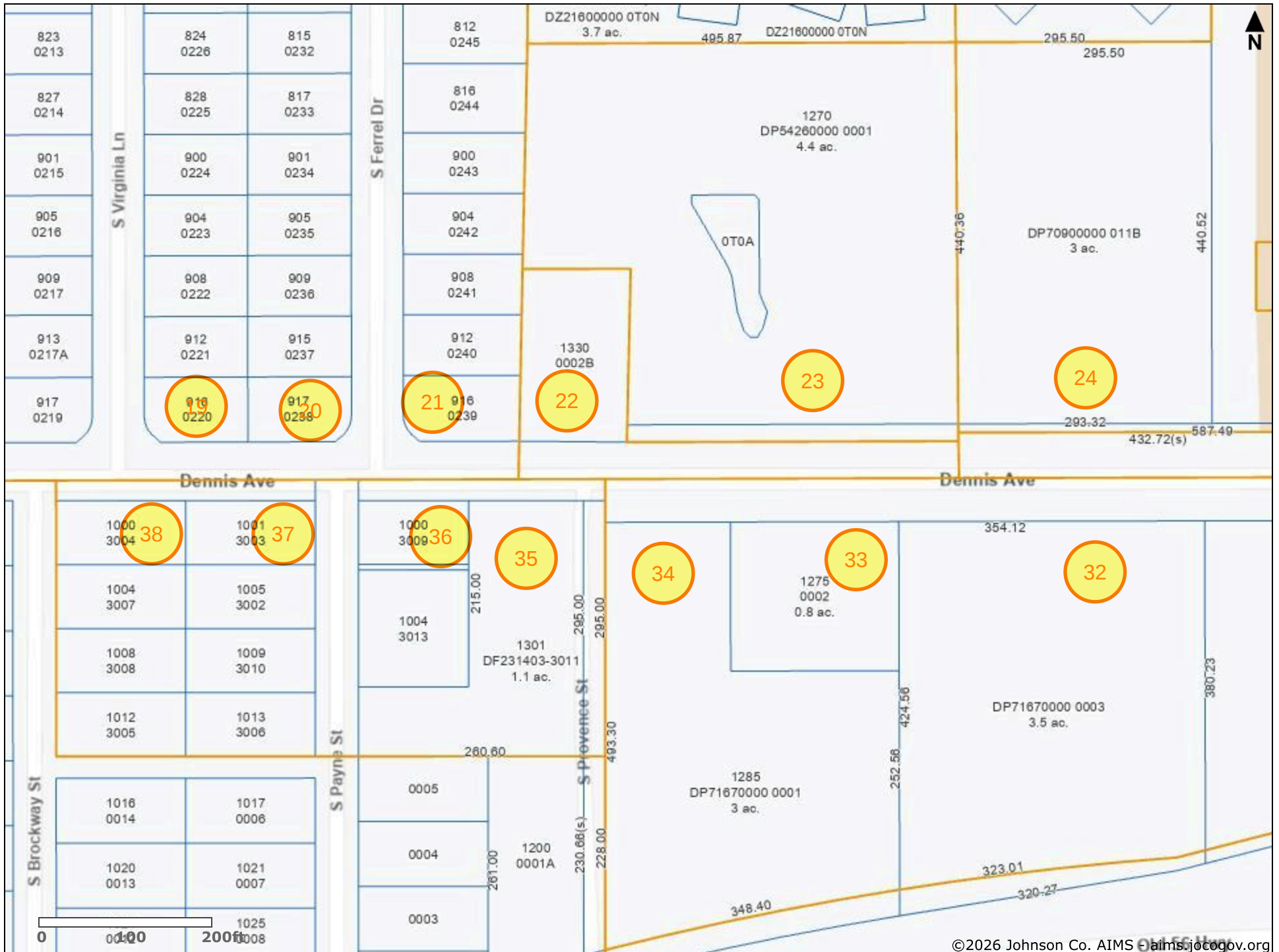












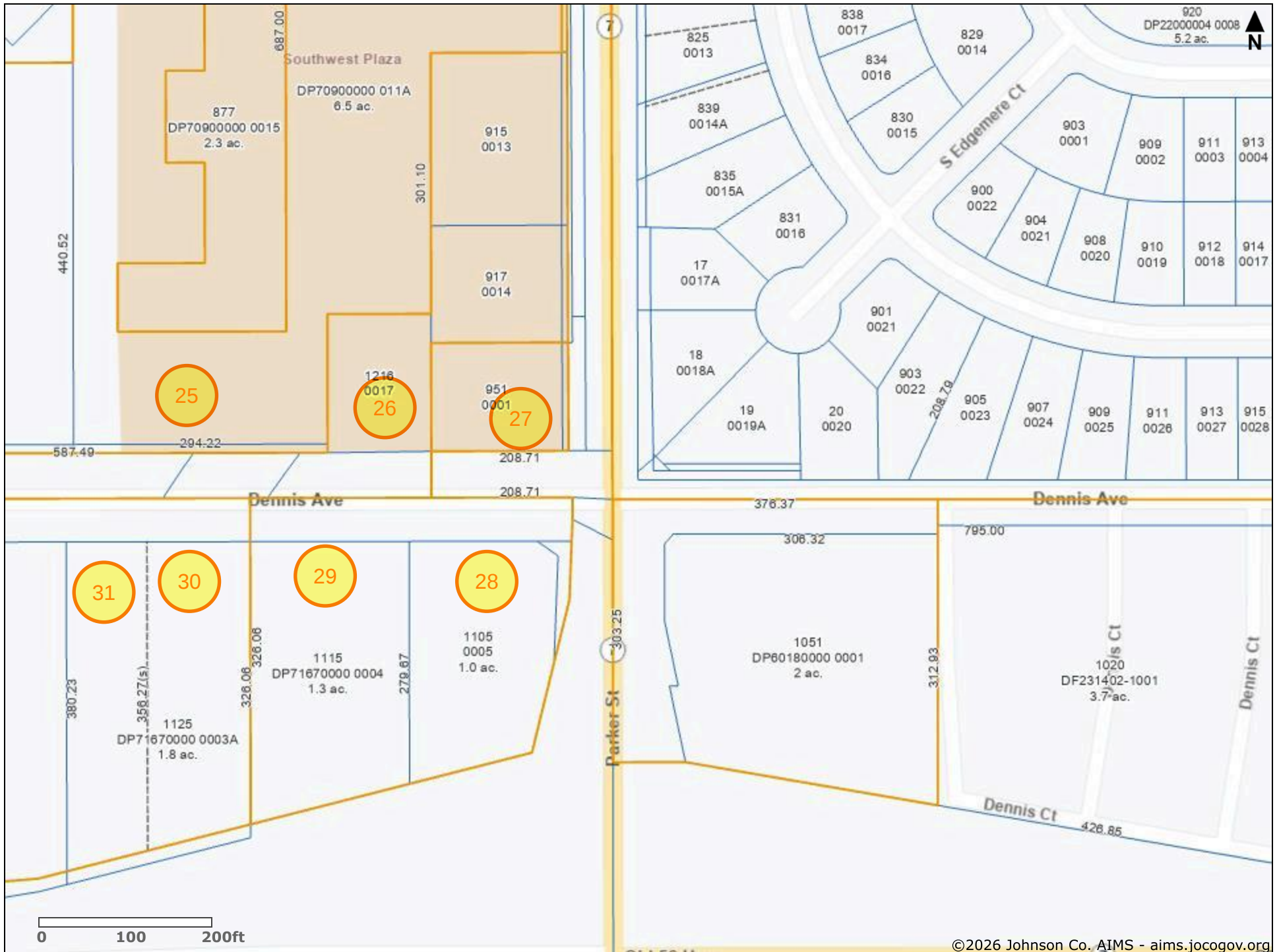


EXHIBIT C - PROJECT SCHEDULE

ID	% Complete	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	0%		Task 1 Project Set-up	1 day	Mon 7/13/26	Mon 7/13/26		
2	0%		Task 1 Crew Meeting	1 day	Mon 7/13/26	Mon 7/13/26		
3	0%		Task 2 Control	12 days	Tue 7/14/26	Wed 7/29/26		
4	0%		Task 2 Section Work	4 days	Tue 7/14/26	Fri 7/17/26	2	
5	0%		Task 2 Primary Control	3 days	Mon 7/20/26	Wed 7/22/26	4	
6	0%		Task 2 Vertical Control	3 days	Thu 7/23/26	Mon 7/27/26	5	
7	0%		Task 2 Submittal XLS	1 day	Tue 7/28/26	Tue 7/28/26	6	
8	0%		Task 2 Submittal	1 day	Wed 7/29/26	Wed 7/29/26	7	
9	0%		Task 3 Topography	30 days	Thu 7/30/26	Wed 9/9/26		
10	0%		Task 3.1 Topo Survey	30 days	Thu 7/30/26	Wed 9/9/26	8	
11	0%		Task 3.1 Drafting	25 days	Thu 7/30/26	Wed 9/2/26	8	
12	0%		Task 3.1 Field Check	1 day	Thu 9/3/26	Thu 9/3/26	11	
13	0%		Task 3.1 Revisions	1 day	Fri 9/4/26	Fri 9/4/26	12	
14	0%		Task 3.1 Submittal	1 day	Mon 9/7/26	Mon 9/7/26	13	
15	0%		Task 4 Property Boundary	15 days	Thu 7/30/26	Wed 8/19/26		
16	0%		Task 4 Plats & Deeds	5 days	Thu 7/30/26	Wed 8/5/26	8	
17	0%		Task 4 Property Search	5 days	Thu 8/6/26	Wed 8/12/26	16	
18	0%		Task 4 Prop. Resolve	5 days	Thu 8/13/26	Wed 8/19/26	17	
19	0%		Task 4 Submittal	0 days	Wed 8/19/26	Wed 8/19/26	18	
20	0%		Task 8 - Hydrology	2 days	Mon 8/31/26	Tue 9/1/26		
21	0%		Task 8 Creek	1 day	Mon 8/31/26	Mon 8/31/26	8	
22	0%		Task 8 Drafting	1 day	Tue 9/1/26	Tue 9/1/26	21	

Project: Exhibit C Project Sched

Task

Split

Milestone Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

2020 Minimum Standards

Kansas Society of Land Surveyors

Minimum Standards for Boundary Surveys and Minimum Standards for Mortgagee Title Inspections Standards of Practice

Adopted: November 21, 2020

SCOPE

These standards apply to every boundary survey and mortgagee title inspection performed in the State of Kansas. Additional requirements or higher standards may be prescribed by contractual agreement, statute, administrative rule, or ordinance.

I. DEFINITIONS - For the purposes of these standards:

1. "Surveyor" means a Professional Surveyor as defined in KSA 74-7003 et seq.
2. "Boundary survey" means any land survey performed for the purpose of describing, monumenting, locating the boundaries of, or subdividing a tract or parcel of land. Monumenting the boundaries of easements and other interests in real property is a Boundary Survey.
3. "Survey plat" means a drawing prepared by a Surveyor that graphically depicts the details of a survey and the location of the monuments (KSA 58-2001). A survey plat is sometimes titled Plat, Certificate of Survey, Survey, or Report of Survey.
4. "Subdivision plat" means a type of survey plat that creates lots, tracts, units or other parcels of land, that is acknowledged by the landowner and which requires acceptance by a city or county governing body (KSA 58-2001).
5. "Responsible Charge" is defined in KSA 74-7003, et seq.
6. "Significant Difference" with another Surveyor occurs when one Surveyor does not accept and use a monument set or accepted by another Surveyor.
7. "Kansas Law" includes Kansas Statutes, Kansas Administrative Regulations and Case Law.
8. "Theory of location" means the rationale the Surveyor uses to evaluate the evidence and establish the boundary. The rationale includes legal principles such as honoring the footsteps of the original Surveyor, reputation of monuments, priority of calls, junior-senior rights, applicable Kansas Law and field measurements as applied to the restoration of lost and/or obliterated corners as defined in Section 1.
9. "United States Public Land Survey System (USPLSS) corner" means a corner monumented by the original government Surveyors as indicated in the United States General Land Office (GLO) field notes, which includes section corners, quarter corners, witness corners, meander corners, and protracted corners; and section centers and quarter corners closing on a standard parallel.
10. An "existent corner" means a corner whose original location can be identified by at least a preponderance of evidence of the monument or its accessories. That evidence can be physical and/or written in nature, including reliable testimony.
11. An "obliterated corner" means an existent corner where, at the corner's original position, there are no remaining traces of the monument or its accessories but whose position has been perpetuated by the

acts of interested parties, or the point which may be found by a preponderance of evidence from other physical evidence, reliable testimony, retracement of prior surveys, or other evidence either of record or discovered.

12. A "lost corner" means a corner whose original position cannot be determined by a preponderance of evidence, either from traces of the original marks or from acceptable evidence or reliable testimony that bears upon the monument's original position, and whose location can only be restored by reference to one or more interdependent corners.
13. A "preponderance of evidence" means the amount of evidence necessary for a reasonable surveyor to conclude that is more probable than not as to the original location of an existent corner. This burden of proof is greater than "substantial" but less than "clear and convincing".

II. PROPERTY BOUNDARY DESCRIPTIONS (AKA: LEGAL DESCRIPTIONS)

A Property Boundary Descriptions is defined as a written document prepared to physically locate an interest in fixed or immovable real property. Such interest may consist of title in fee simple, mineral rights, easements for grading, utilities, or rights of way, or for any other transferrable interest in real property which requires its bounds to be determined. Any Boundary Description written by the Surveyor shall be complete, providing definite and unambiguous identification of lines and boundaries thereof and shall be signed, sealed, and dated by the surveyor in Responsible Charge as provided for in K.A.R. 66-6-1.

1. Unless the parcel is described as an aliquot part of a lot in a recorded subdivision or a section in the USPLSS, the description shall contain dimensions and pertinent bounds sufficient to enable the description to be plotted and retraced.
2. A metes and bounds description must originate from a monumented corner or a monumented witness corner.
3. In a recorded subdivision or addition, if the parcel is described by metes and bounds it shall be referenced to a monumented lot or block corners or monumented witness corner in said recorded subdivision or addition.
4. In unplatted areas the point of commencing or the point of beginning shall be a corner of an aliquot part of a section or government lot; or if the parcel adjoins a recorded subdivision the point of commencing and the point of beginning may be a monumented corner or a monumented witness corner along the exterior of said subdivision.
5. Any newly written Boundary Description shall include the name and license number of the preparer, along with the date of preparation within the caption or body of the description.

III. RESEARCH & INVESTIGATION

1. The Surveyor shall, insofar as practical, search the public record and acquire the necessary data to identify gaps, gores and overlaps of current descriptions of adjoining properties, prior surveys and controlling monuments.
2. Required research will vary depending on the circumstances and may include but is not limited to deeds, maps, section corner ties, subdivision plats, road records, state highway records, County Surveyor's records of section lines, and other boundary line locations in the vicinity.

IV. CONDUCT OF SURVEY

The Surveyor shall, or under his or her Responsible Charge, conduct the survey in accordance with the following:

1. Search thoroughly for necessary controlling monuments and other physical evidence.
2. If necessary, investigate parcel evidence supporting positions of obliterated control monuments and take necessary oaths.
3. Cooperate with appropriate public officials.
4. Take necessary measurements to analyze and evaluate evidence.
5. Make sufficient check measurements and computations to satisfactorily verify the fieldwork.
6. Where relevant, locate possession lines.
7. Evaluate the evidence and apply the proper theory of location in accordance with applicable Kansas Law or precedents in determining the position of all corners to be accepted, established or re-established.
8. If a Significant Difference with the work of another Surveyor exists, a prudent attempt shall be made to contact said Surveyor and discuss the difference. Unreconciled differences will be noted on the survey with an explanation.
9. All set monuments required herein shall comply with Kansas Law and administrative regulations.
10. All pertinent information, measurements, and observations made in the field during the course of the survey shall be recorded and kept in a manner that is intelligible to another Surveyor.
11. In accordance with the provisions of KSA 19-1412 and 19-1422, an originally monumented USPLSS corner can only be deemed lost by the surveyor if there is less than a preponderance of evidence to support the monument's original location.
12. The restoration of lost and/or obliterated corners shall be done in accordance with the definitions of "existent", "obliterated" and "lost" in Section I. Definitions.
13. When establishing or re-establishing corners within the USPLSS where these Standards, Kansas Law, the original USPLSS notes and plats, or the acts of other competent surveyors do not offer clear guidance, the surveyor shall rely on the Bureau of Land Management publication "Manual of Surveying Instructions, 2009", Chapters III (System of Rectangular Surveys), V (Principles of Resurveys), VI (Resurveys and Evidence), VII (Resurveys and Restoration), VIII (Resurveys and Water Boundaries) and IX (Special Instructions, Field Notes and Plats).

V. Survey Plat

Upon completion of a boundary survey, the client shall be furnished a survey plat or subdivision plat depicting the following information:

1. The name, address, and phone number of the Surveyor, company, or corporation performing the survey.
2. The boundary description of the parcel surveyed.
3. North arrow, scale, graphic scale, legend, date field work was completed, and included angles, bearings or azimuths. When bearings or azimuths are shown, their basis shall be indicated. The use of deflection angles is prohibited on plats and boundary descriptions.

4. All pertinent measured dimensions. On other dimensions, sufficient notations as indicated in the legend shall be used to identify their source; such as, but not limited to the following examples:
 - a. (P) plat dimension
 - b. (D) call from deed
5. All pertinent monuments found or set with a notation indicating which were found and which were set
 - a. Found monuments shall be identified as to observed size and type. Found monuments shall be accompanied by a reference to their presumed origin or prior usage, or noted "Origin Uncertain" or "Origin Unknown". The relationship of unaccepted monuments to the surveyed lines and corners shall be indicated.
 - b. Set monuments shall be described by dimensions (including length), material, and cap type and imprint, if applicable.
6. All found or set monuments and evidence of possession beyond the surveyed premises on which establishment of the corners of the surveyed premises are dependent.
7. Where possession affects the survey, the character and type of observed evidence of possession and the location of such evidence in relation to the surveyed boundary lines shall be depicted and noted.
8. Delineation must be such that gaps, gores, and overlaps with adjoining descriptions are clearly shown and dimensioned. When a gap, gore, or overlap is determined and shown by dimension or note, adjoining parcels identified by the title description or record reference, shall be shown.
9. Easement delineation:
 - a. On platted lots the platted easements lines shall be shown.
 - b. If agreed to in writing, all recorded easements provided by the client, evidenced by a record document which has been provided to the Surveyor, shall be shown. Indicate the source document and/or recording data of record documents.
 - c. Observed evidence of encroachments and/or servitudes on or across the surveyed property, and adjoining properties if they appear to affect the surveyed property, shall be shown.
10. Sufficient data and/or notes to clearly indicate the theory of location applied in finalizing the corner locations, any data which varies from this theory of location, and sufficient data and/or notes to allow the facile retracement of all pertinent lines and points depicted on the plat.
11. Any data or items which are excluded from the survey by agreement with the client, such as monuments not set at boundary corners, easements, or other encumbrances shall be noted as "excluded by agreement with client."
12. The survey plat shall be sealed, signed and dated by the Surveyor in Responsible Charge in accordance with current regulations K.A.R. 66-6-1.
13. Where Kansas State Plane Coordinates (As Defined by KSA 58-20a06) are shown on a survey they will be shown in meters or US Survey Feet, with the conversion factor of 39.37 inches per meter plainly shown on the plat.

VI. MONUMENTATION

1. Unless specifically excluded by agreement with the client and noted on the survey plat, the Surveyor shall establish, or confirm the existence of permanent monuments, at each and every corner on the boundaries of the parcel or tract of land being surveyed. The client may not exclude any monuments that are required by Section II. Property Boundary Descriptions. Subsections 2, 3, and 4, and those

required by any statute, regulation or administrative rule.

- a. Set monuments shall be a metallic bar or pipe constructed of material capable of being detected by commonly used magnetic locators. Where practical, said monuments shall be firm and substantially free from movement. These monuments shall have affixed thereto a cap or other device bearing the registration number of the Surveyor in Responsible Charge or the corporate registration number of the corporation registered to practice land surveying in the State of Kansas (i.e., CLS 000) or the name of the governmental agency legibly stamped or imprinted thereon. Drilled holes and chiseled marks are acceptable on solid concrete, rock, or metal surfaces.
 - b. Unless extenuating circumstances dictate, the minimum size of a set monument shall be a pipe not less than ½" inside diameter or a solid rod not less than ½" in diameter, and with a minimum length of 24 inches.
 - c. In such cases where the placement of a required monument at its proper location is impractical, it shall be permissible to set a reference or witness monument close by the point, and if such reference monument is set, its location shall be properly shown on the survey plat. When conditions warrant setting a reference or witness monument on an offset, the location shall be selected so the reference monument lies on a line of the survey or on the prolongation of such line. Reference or witness monuments shall not be offset in fractional feet or less than two feet from the true corner unless a physical obstruction affects their location.
 - d. The use of existing man-made monuments, such as fence corner posts, is acceptable on new tracts if clearly described on the survey plat, included as calls in the prepared legal description, and noted on the plat as an exception to required monumentation by agreement with client. Man-made monuments shall be clearly described by material and size, and if set in concrete.
2. All existing USPLSS corners accepted by the Surveyor which do not meet the above minimum monumentation standards shall, when existing conditions permit, be remonumented to standards.
 - a. As an option for surveyor safety, USPLSS corners in pavement in high traffic areas or within the right-of-way of state and federal highways may be referenced or witnessed by an offset bar that meets these minimum standards, set within 200 feet on a section line or quarter section line. All information shall be shown on the corner reference report, and if applicable, the survey plat. The Land Survey Reference Report references shall be to the reference or witness monument if the actual corner location is not marked at or near the surface.
 - b. USPLSS corner stones or other nonmagnetic markers shall have a bar placed over or in close proximity to the stone or monument to facilitate recovery. The corner reference report shall show the direction and distance from the bar to the center of the stone or monument.

VII. PERPETUATION

1. Reference reports to USPLSS corners and section centers must be filed for record as provided by KSA 58-2003 and 58-2011.
2. After a boundary survey which results in the re-establishment of lost USPLSS corner monuments or replacement of obliterated monuments, sufficient documentation of the theory applied in finalizing the locations of corners, any data at variance with this theory, and sufficient data to allow the facile retracement of all pertinent lines and points shall be provided to the appropriate county agency charged with the preservation of this information. This requirement may be satisfied by one of the following methods: 1. Providing above noted details on the survey plat that is filed for record as

required by KSA 19-1434. 2. Providing above noted details on a survey plat that is filed with the county office specified for corner reference reports in KSA 58-2011. 3. Providing the above noted details on the corner reference reports sent to the Kansas State Historical Society and the county office as specified in KSA 58-2011.

3. Certain surveys shall be filed for record if required by KSA 19-1434.
4. Land Survey Reference Reports required by KSA 58-2011 shall be complete and detailed including the rationale for acceptance of found monuments and a detailed explanation of method or reestablishment of lost and/or obliterated corners.
5. Every Surveyor should endeavor to preserve his or her records, field notes, and plats not filed for public record.

VIII. MEASUREMENTS

The relative precision of the Surveyor's reported measurements shall meet or exceed the following: The true horizontal distance between any two points whose positions are stated relative to each other, whether directly or indirectly by calculation, shall not differ from the reported distance by more than 1 part in 10,000 plus 0.10 feet. This relative position is not a standard to be used for either the acceptance or rejection of existing monumentation.

MINIMUM STANDARDS FOR MORTGAGEE TITLE INSPECTIONS (MTI's)

A Surveyor in the State of Kansas shall not provide to any party a mortgagee title inspection unless in possession of a work order signed by the borrower indicating that they have been advised of the different types of services available and the scope of each of these services. (See the attached recommended work order.) This work order may be changed to fit the Surveyor's or the client's particular needs, except that the three services shown may only be expanded to include more services and the signature statement must remain unchanged.

FIELD PROCEDURES

Professional notes shall be taken on all MTI's and kept as part of the Surveyor's permanent record. A diligent search for existing control and/or boundary evidence shall be made by field crews. The highest order of existing control and/or boundary evidence available shall be used to perform the MTI. The Surveyor must obtain sufficient evidence relating to the property boundary to demonstrate general knowledge of the given area.

DRAFTING

A sketch or diagram of the parcel shall be used in support of the certificate, and the following minimum standards will be used:

- a) Property lines with the boundary dimensions from the deed description or plat shall be shown.
- b) Major improvements (permanent structures) shall be shown with dimensions and descriptions (e.g., residences, garages, outbuildings with foundations, in-ground pools).
- c) Major improvement locations shall be shown with dimensions to the nearest property lines with a minimum of three dimensions shown for normal lots, and shall be sufficient to locate the structure (offsets shall be shown perpendicular to straight property lines and radially to curved property lines). The level of certainty of these dimensions, based on the evidence found in the field and not as a standard note shall be shown in parenthesis after each dimension or by means of a general note. Example: 12.5' (0.5'), or Front offsets: 0.3', Side offsets: 0.4').
- d) Means of access and platted setback lines shall be shown graphically and labeled.
- e) Platted and apparent easements shall be shown and labeled. State the source of record easement information, if other than platted (e.g., miscellaneous book and page of recording. If the information was obtained from a title company, state which title company and the commitment number).
- f) The posted address shall be shown, if not posted, so state.
- g) A north arrow shall be shown.
- h) Encroachments shall be noted and shown in an obvious manner. When the level of certainty of dimensions to possible encroachments are not precise enough for a positive determination, a boundary survey shall be recommended.
- i) The following caption shall appear prominently on the sketch:
MORTGAGEE TITLE INSPECTION (this does not constitute a boundary survey)
- j) If the certification and the sketch are on more than one sheet of paper it shall be so indicated (e.g., Page 1 of 2, Page 2 of 2).

CERTIFICATION

A mortgagee title inspection shall only refer to performing an inspection of the property and shall not indicate the performance of a survey in any part of the certification. The certification shall contain the name, address, and the telephone number of the Surveyor responsible for the inspection, in addition to the following:

- 1) A statement that the inspection was either conducted by the Surveyor or that the inspection was made under his or her responsible charge. The date the inspection was made, and the legal description of the property inspected.
- 2) A statement that the accompanying sketch is a true representation of the conditions that were found at the time of the inspection and that the inspection was prepared for mortgagee title insurance only, and that the document does not constitute a boundary survey and is subject to any inaccuracies that a subsequent boundary survey may disclose. It shall state the fact that no property corners were set, and that the information shown on the sketch should not be used to establish any fence, structure or other improvements. It shall be stated that the linear or angular values shown on the sketch, if any, are based on record or deed information and have not been verified unless noted. Include notification that the Surveyor is not extending a warranty to the present or future owners or occupants.
- 3) a) All copies of the MTI delivered to the client shall be signed and dated by the Surveyor in blue ink. The signature and date shall be placed across the Surveyor's seal. b) The Surveyor shall make a reasonable effort to discourage the unauthorized copying and reuse of all MTI's.

RECORDS

The Surveyor shall perform adequate research, maintain sufficient recorded documentation, and provide the field crews with information necessary to determine the property dimensions in the field.

WORK ORDER

Borrower: _____ Date: _____

Lender: _____ Ordered by: _____

Common address: _____

Legal description: _____

Title Commitment being prepared by: _____

Is Flood Zone Verification required? Yes _____ No _____

Does the property have: Locked Gates: _____ Security System: _____ Animals to be locked up: _____

Deliver _____ copies to: _____

Anticipated closing date: _____ Need-by date: _____

Is estimate of fee required prior to service? Yes _____ No _____

A Mortgagee Title Inspection can only be provided if this work order is signed by the purchaser or mortgagor of the property to be inspected, pursuant to Article 66-12-1 of the Rules and Regulations of the Kansas State Board of Technical Professions.

Please read carefully and indicate the type of service you wish to order.

_____ Mortgagee Title Inspection: The sole purpose of this inspection is to obtain mortgagee title insurance. This is the minimum service that your lender requires for closing your loan. It is a location of improvements and cursory check for violations or encroachments onto or from the subject property based on existing but not confirmed evidence. This does not constitute a boundary survey and is subject to any inaccuracies that a subsequent boundary survey may disclose. No property corners will be set and it should not be used or relied upon for the establishment of any fence, structure or other improvement. No warranty of any kind is extended therein to the present or future owner or occupant.

_____ Boundary Survey and Improvement Location: A boundary survey of the subject property will be made, and the property corners will be located and verified or reset. The improvements on the property will be located and a check for violations or encroachments onto or from the subject property will be made. This survey can be used by the property owner for the construction of a fence, structure, or other improvement.

_____ ALTA (American Land Title Association) Survey: This is the most comprehensive type of survey and improvement location. It covers all the aspects of the boundary survey and improvement location and identification of any additional evidence of possession or use which could be adverse to the interests of the purchaser. This type of survey is normally only performed on commercial property because of the expense involved.

I (We), the undersigned borrower(s), have read, understand, and have indicated the type of service to be performed.

Signature _____ Signature _____

Date _____ Date _____

Notice: The survey company reserves the right to terminate work on a Mortgagee Title Inspection, if it determines that meaningful results cannot be expected from this type of service. The suitability of any particular property as the subject for a Mortgagee Title Inspection may not be determinable until after work is in progress. The survey company assumes no liability for delays resulting from weather or other factors beyond their reasonable control.

2012 Kansas Statutes

19-1434. Recording of survey plats, when; requirements; alternative filing office. (a) Whenever a land surveyor performs a survey that results in a new legal description or creates a new tract of land, a survey plat shall be recorded with the register of deeds in the county where the survey was located within 90 days after completion of the survey. The survey plat shall be certified with the seal and signature of a land surveyor. The land surveyor who signed and sealed the survey plat shall be responsible for recording the survey.

(b) Except for subdivision plats, the board of county commissioners may, by resolution, designate an alternative county office for the filing of survey plats for archival purposes. If a county office other than the register of deeds is designated for the filing of survey plats, then that office shall maintain an index of all surveys by section, township and range, and surveys of platted lots shall be indexed by subdivision. The cost of filing the survey plat at the alternate county office shall not exceed the cost of recording the same or similar documents at the register of deeds.

History: L. 2011, ch. 49, § 2; July 1.

June 16, 2026

Mr. Zach Cowart, PE

Transportation Planning Engineer

HNTB Corp.

PO Box 979

Rolla City, MO 65402

Re: **Proposal for Traffic Data Collection Professional Services**

Olathe, KS

GHA Proposal No. 2026.D306

Dear Mr. Cowart:

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) to provide Data Collection Services for the above-mentioned project.

This proposal is based on GHA's understanding of the project as per your recent request.

If our proposal is acceptable, please sign one copy and return it to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,

Gewalt Hamilton Associates, Inc.



Zachary J. Hubb

Data Collection Project Manager

ZHubb@gha-engineers.com

Enc.: GHA Proposal No. 2026.D306

Proposal for Professional Services
Traffic Data Collection

Olathe, KS

GHA Proposal No. 2026.D306

625 Forest Edge Drive ■ Vernon Hills, IL 60061

847.478.9700 ■ GHA-Engineers.com

HNTB Corp. (Client), PO Box 979, Rolla City, MO 65402, and Gewalt Hamilton Associates, Inc. (GHA), 9765 Widmer Road, Lenexa, KS 66215, agree and contract as follows:

I. Project Understanding

The Client is requesting three (3) traffic counts in Olathe, KS.

II. Traffic Data Collection Services

GHA will provide the following services:

A. Turning Movement Count (TMC)

Location(s):

1. W Dennis Ave @ S Montclair Dr
2. W Dennis Ave @ S Robinson Dr

Collection Details

- a. Typical Weekday (Tuesday, Wednesday and/or Thursday)
- b. 7 AM - 9 AM, 3 PM - 6 PM CDT
- c. Lights / Buses / Trucks
 1. Classification Grouping includes Standard Rate Classification
 2. Bicycles and Pedestrians in Crosswalks are not included.
 3. Bicycles on the Roadway are not included.

Deliverable

- a. Data will be processed with a normal processing turnaround time and will be shared with the Client as soon as it is available.

B. S+ - 1 Video Recording Device

Location(s):

1. Dennis Ave West of Montclair Dr

Collection Details

- a. Typical Weekday (Tuesday, Wednesday and/or Thursday)
- b. 12AM-12AM CDT
- c. Onboard processing Motorcycles / Cars / Pickups / Vans / Buses / Single-Unit Trucks / Articulated Trucks
 1. Classification Grouping includes Standard Rate Classification
 2. Bicycles and Pedestrians in Crosswalks are not included.
 3. Bicycles on the Roadway are not included.

Deliverable

- a. Data will be processed with a normal processing turnaround time and will be shared with the Client as soon as it is available.

III. Project Schedule

GHA will schedule the work as soon as possible after written authorization to proceed.

IV. Services Not Included

Should additional services be required or expanded beyond those outlined in Section II: Traffic Data Collection Services of this Agreement, GHA will request written authorization prior to commencing the work and the Client will be billed on a time-and-materials (T&M) basis in accordance with the current GHA Professional Services Hourly Rate Guide.

V. Key Personnel

Mr. Zachary J. Hubb will serve as the Data Collection Project Manager. Mr. Steve Guderley will serve as the Data Collection Team Lead and Mr. Patrick M. Oster will serve as the Data Collection Processing Team Leader. The team will work with additional professional staff.

VI. Compensation for Services

Based upon the scope of services and understanding of the requested work, GHA proposes to complete the work as described above for a lump sum fee as outlined below:

Item Description	Qty	Unit	Qty	Unit	Total	Unit	Fee	Unit	Fee
A.1 TMC Local	2	ea	5.0	hr	10.0	hr	\$80.00	hr	\$800.00
Sub-total Professional Service Fees (A):									\$800.00
Item Description	Qty	Unit	Qty	Unit	Total	Unit	Fee	Unit	Fee
B.1 S+ - 1 Video Recording Device (Day 1)	1	ea	1.0	day	1.0	day	\$625.00	day	\$625.00
Sub-total Professional Service Fees (B):									\$625.00
Total for Professional Service Fees:									\$1,425.00

The proposed lump sum fee includes all necessary personnel, equipment, deployment, and processing to complete the data collection as described. Reimbursable expenses, including items such as photos, postage, messenger services, printing, truck usage and/or mileage, etc., are included in the lump sum fee.

GHA assumes the study will be completed within one deployment. If additional deployments are requested, an adjustment to the fee may be necessary. GHA will provide the Client with a written estimate of any additional fees prior to commencing such work.

Recounts will be completed at no charge to the Client for equipment failures.

Cancellations shall be made within 24-hours of the scheduled deployment to avoid fees.

The Client shall be responsible for delayed or cancelled work that is out of GHA's control such as construction, road closures, accidents, vandalism, or theft of equipment.

The Client shall be responsible for obtaining all required permits and notifying the applicable regulatory agencies prior to the scheduled deployment.

An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization of Services

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

HNTB Corp.



Zachary J. Hubb
Data Collection Project Manager

Zach Cowart, PE
Transportation Planning Engineer

Enc.: https://datalink.miovision.com/data_requests/56899?
Attachment A
GHA Hourly Rates

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2026

The following rates will remain in effect until December 31, 2026,
at which time they are subject to an annual increase:

PRINCIPAL	\$285.00	ENGINEER TECHNICIAN V	\$220.00
SENIOR PROJECT MANAGER II	\$270.00	ENGINEER TECHNICIAN IV	\$180.00
SENIOR PROJECT MANAGER I	\$235.00	ENGINEER TECHNICIAN III	\$160.00
PROJECT MANAGER II	\$215.00	ENGINEER TECHNICIAN II	\$135.00
PROJECT MANAGER I	\$190.00	ENGINEER TECHNICIAN I	\$100.00
ENGINEER VI	\$235.00	LANDSCAPE ARCHITECT	\$190.00
ENGINEER V	\$210.00	DATA MANAGER	\$170.00
ENGINEER IV	\$195.00	DATA TECHNICIAN III	\$160.00
ENGINEER III	\$180.00	DATA TECHNICIAN II	\$140.00
ENGINEER II	\$165.00	DATA TECHNICIAN I	\$110.00
ENGINEER I	\$155.00	CAD MANAGER	\$240.00
LAND SURVEYOR IV	\$225.00	CAD TECHNICIAN III	\$165.00
LAND SURVEYOR III	\$185.00	CAD TECHNICIAN II	\$135.00
LAND SURVEYOR II	\$164.00	CAD TECHNICIAN I	\$110.00
LAND SURVEYOR I	\$144.00	ADMINISTRATIVE II	\$120.00
GIS TECHNICIAN IV	\$200.00	ADMINISTRATIVE I	\$100.00
GIS TECHNICIAN III	\$170.00	ACCOUNTING MANAGER	\$210.00
GIS TECHNICIAN II	\$140.00	ACCOUNTING II	\$150.00
GIS TECHNICIAN I	\$120.00	ACCOUNTING I	\$140.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$210.00		
ENVIRONMENTAL RESOURCE SPECIALIST III	\$185.00		
ENVIRONMENTAL RESOURCE SPECIALIST II	\$160.00		
ENVIRONMENTAL RESOURCE SPECIALIST I	\$145.00		

Services provided under this Agreement will be billed according to the rates in effect at the time
services are rendered.



KAW VALLEY ENGINEERING, INC.

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

June 18, 2026

C26P2745-R1

Mr. Zach Jarchow
HNTB Corporation
6300 Sprint Parkway, Suite 300
Overland Park, Kansas 66211

**RE: PROPOSAL FOR GEOTECHNICAL SERVICES
DENNIS AVENUE (HEDGE LANE TO PARKER STREET)
HNTB PN 87570 / CITY OF OLATHE PN 3-C-021-26**

Dear Mr. Jarchow:

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

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

PROJECT DESCRIPTION

The proposed project shall consist of the construction of new Integral Sidewalk and Retaining Wall (ISRW) and pavement improvements along Dennis Avenue from Hedge Lane to Parker Street in Olathe, Kansas.

SCOPE OF SERVICES

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

Geotechnical Field Exploration and Laboratory Testing

The geotechnical evaluation will consist of drilling thirteen (13) borings for the proposed ISRW. The planned depth for these borings is fifteen (15) feet. An additional eleven (11) borings will be drilled to ten (10) feet for the pavement. Six (6) of the borings will be cored a minimum of five (5) feet to reach depths. The remaining borings will be terminated at shallower depths if auger refusal is encountered.

A geologist will log the borings in the field.

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

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

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

Geotechnical Engineering Analyses and Report Preparation

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

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

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

EXPLORATION, UTILITY VERIFICATION, AND SITE ACCESS

Site Access

By execution of this agreement, the Client grants or agrees to obtain access to the site for all equipment and personnel necessary for KVE to perform the Services. Client is responsible for providing written authority of access from legal property owner prior to initiation of field services. It is anticipated that the borings will be accessible to a truck mounted drill rig. If additional work to allow rig access is required, further fees will apply and will be quoted to you separately.

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

Boring Location

Borings will be located in the field by measurements from on-site physical features. Elevations will be determined by differential leveling, utilizing a fixed monument on site as a benchmark if available.

Utilities

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

Insurance

All insurance provided under this Agreement shall be in the limits set forth in the attached Sample Acord 25 – Certificate of Liability Insurance only. The costs for any additional amounts or insurance coverages required by you or the project whether requested by modification to this Agreement or the execution of a third-party document will be treated as a reimbursable expense.

SCHEDULE AND FEE BASIS

We will proceed with this project within three (3) weeks of receipt of written authorization if weather and site conditions permit and a drill rig is available. The geotechnical report will be issued within fifteen (15) working days of the completion of the fieldwork. We anticipate the fieldwork to take five (5) to ten (10) days.

We will perform the Geotechnical Services described herein for the following fees.

Services	Unit	Quantity	Unit Price	Extension
Field Activities:				
Drill Crew	Hour	80	\$250.00	\$20,000.00
Geologist	Hour	80	\$125.00	\$10,000.00
Laboratory Work:				
Moisture Content	Each	50	\$20.00	\$1,000.00
Unit Weight	Each	25	\$15.00	\$ 375.00
Atterberg Limits	Each	10	\$100.00	\$1,000.00
Unconfined Compression Soil	Each	10	\$70.00	\$ 700.00
Direct Shear	Each	4	\$475.00	\$1,900.00
Preliminary / Final Report:				
Principal	Hour	4	\$255.00	\$1,020.00
Geotechnical Engineer	Hour	95	\$240.00	\$22,800.00
Administration	Hour	5	\$75.00	\$ 375.00
			Subtotal	<u>\$59,170.00</u>
Expenses:				
Traffic Control	Day	8	\$800.00	\$6,400.00
			Subtotal	<u>\$6,400.00</u>
			Total	<u><u>\$65,570.00</u></u>

Respectfully submitted,
Kaw Valley Engineering, Inc.

JAN/djr

By signing below or requesting Services, you are affirming that you are authorized to bind Client to this Agreement and understand and agree to the terms and conditions. Any additional document requirements, including but not limited to Client-form contracts and lien waivers, that have not been mutually agreed to prior to commencement of Services, are hereby waived and KVE's standard forms and format shall apply.

E-mail address where invoices can be sent electronically



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

2026 Standard Hourly Rate Schedule

Design Services

Principal	\$255.00
Project Manager.....	220.00
Structural Engineer	200.00
Senior Design Engineer	205.00
Design Engineer	170.00
Intern Engineer	135.00
Senior CADD Technician	135.00
CADD Technician	120.00
Administrative Assistant	75.00

Surveying Services

Survey Principal	\$200.00
Survey Project Manager	175.00
Professional Land Surveyor.....	160.00
1 - Person Survey Party with Standard Equipment	155.00
2 - Person Survey Party with Standard Equipment	195.00
Survey Party Leader	120.00
Survey Party Technician	75.00
Survey CADD Technician	120.00
Senior Survey CADD Technician.....	135.00
GNSS Equipment.....	35.00
Robotic Total Station Equipment	35.00
Terrestrial 3D LiDAR Scanning.....	45.00
GeoSLAM Mobile 3D LiDAR Scanning.....	55.00
UAS Drone.....	150.00
ATV Equipment.....	250.00/Day

Geotechnical, Construction Inspection & Materials Testing Services

Manager of Field Services	\$130.00
Geotechnical Engineer.....	240.00
Materials Engineer	210.00
Registered Geologist	125.00
Truck-Mounted Drill Rig with Crew	250.00
ATV-Mounted Drill Rig with Crew	280.00
Engineer Technician	88.00
Senior Engineer Technician.....	105.00
Non-Destructive Testing Technician	135.00

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

PRINTING & COPYING

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

EQUIPMENT

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

Hourly Rate Sheet 2026.docx. 1225

2319 N. Jackson, PO Box 1304 ▪ Junction City, Kansas 66441 ▪ Tel: 785-762-5040 ▪ Fax: 785-762-7744
 8040 N. Oak Trafficway ▪ Kansas City, Missouri 64118 ▪ Tel: 816-468-5858
 14700 West 114th Terrace ▪ Lenexa, Kansas 66215 ▪ Tel: 913-894-5150
 1627 Sunflower Lane ▪ Salina, Kansas 67401 ▪ Tel: 785-823-3400
 20 E. 5th Avenue ▪ Emporia, Kansas 66801 ▪ Tel: 620-208-5240
 9139 E. 37th Street N ▪ Wichita, Kansas 67226 ▪ Tel: 316-440-4304
 602 E. Fulton Street ▪ Garden City, Kansas 67846 ▪ Tel: 785-762-5040



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2026

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 IMA, Inc. - Kansas City 11350 Switzer Rd, Suite 200 Overland Park KS 66210		CONTACT NAME: IMA Certificate Team	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS: certificates@imacorp.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : The Cincinnati Insurance Company	10677
INSURED Kaw Valley Engineering Inc. 2319 North Jackson Street Junction City KS 66441		INSURER B : Swiss Re Corp Solutions Capacity Ins Corp fka Firs	34916
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER: 1323413214	REVISION NUMBER:
------------------	---------------------------------------	-------------------------

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ENP 0538086	6/1/2024	6/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ENP 0538086	6/1/2026	6/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ENP 0538086	6/1/2024	6/1/2027	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	EWC 0538227	6/1/2026	6/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Professional and Pollution Liab. Contractor's Equipment			CNP100004003 ENP 0538086	8/8/2025 6/1/2024	8/8/2026 6/1/2027	Each Claim \$5,000,000 Limit on File w/ Co. Agg. \$5,000,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Coverage includes Contractual Liability - Railroads, subject to the terms and conditions of the policy.
Automobile Liability includes coverage for Certain Operations in Connection with Railroads, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER	CANCELLATION
For Information Only	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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K&W Underground, Inc.
15608 S. Keeler Terr.
Olathe, KS 66062
Phone: (913) 782-7387
Fax: (913) 782-1907

QUOTE

QUOTE NO
5084

TO HNTB
7400 West 129th Street
Suite #100
Overland Park, KS 66213

QUOTE DATE	VALID THRU	FOR	PAGE
6/17/2026	7/16/2027	Dennis potholes	1

This quote covers potholing in grass for utilities. If street potholes are needed, additional fees will apply.

This quote includes potholing in conditions with small chunk rock. Should heavy or solid rock be found, an additional fee will be charged.

This work will require two flaggers and full traffic control setup daily. Dennis is a narrow, two lane, busy road.

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	10	Pothole in grass area to locate utilities TBD	1,085.00	10,850.00*
	10	Restoration labor & materials for potholes in grass (sand).	450.00	4,500.00*
	10	GPS pothole results. Prepare reports with results of potholes and searches as found. Includes photos, gps depths and locations.	125.00	1,250.00*
	4	Dump disposal fee	250.00	1,000.00*
	2	Tanks of water for hydro vac.	85.00	170.00*
	4	Traffic control setup & tear down, per day	250.00	1,000.00*
	40	Traffic control for flaggers and lane block during potholing & hole restoration. Narrow two lane street. Needed for both potholing & restoration. Two flaggers will be required.	180.00	7,200.00*
	1	Prepare permit and submit to city.	125.00	125.00*
	1	Permits - no charge permit	0.00	0.00*

* means item is non-taxable

Date Approved: _____

Customer Approval: _____

This and all quotes are subject to state and local sales and use tax. All Project Exemption Certificate(s) must

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QUOTE DATE	VALID THRU	FOR	PAGE
6/17/2026	7/16/2027	Dennis potholes	2

be provided prior to providing materials or labor
services.

TOTAL AMOUNT 26,095.00

Thank you for your business!

ECOSYSTEMS

Irrigation Design and Consulting

June 11, 2026

Mr. Zach Jarchow, P.E.
HNTB Corporation
6300 Sprint Parkway, Suite 300
Overland Park, KS 66211

RE: Irrigation Design Fee Proposal for: Olathe Pursuit: Dennis Avenue, Hedge Lane to Parker Street, Olathe, KS

Dear Mr. Jarchow,

ECOSYSTEMS Irrigation Design and Consulting is pleased to present the following Proposal for the above referenced project. It is understood that the following scope of work will be required:

- A. The preparation of a new Irrigation System Plan for the Project (dog bone roundabout and adjacent median islands adjacent to Montclair Drive and S. Robinson Drive) by an Irrigation Association Certified Irrigation Designer based on a Site Landscape Plan by HNTB Corporation. Includes typical applicable insurance coverage. Includes minor plan revisions as may be necessary.
 - a. Civil CAD Base file data to include existing and proposed contours, utilities and Site Landscape Plan and Title Block in .dwg file format to be provided by HNTB Corporation.
 - b. Irrigation Plans to be returned in .pdf (also in .dwg file format if desired) file format for printing by others.
- B. Includes a detailed installation cost estimate for the new irrigation system design.
- C. Includes graphic plan installation details for the new system installation.
- D. Existing irrigation system(s) retrofit and repair: detailed retrofit and repair plans can not be created without very precise and detailed existing system irrigation As Built information data and/or extensive field potholing. Without proper As Built information it is only possible to provide graphic plan poche hatching and call out notes to identify specific areas suspected to require retrofit and repair. I can then include a list of approximately 15 unit cost irrigation items/ item assemblies that would most commonly be required for any existing systems retrofit and repair for inclusion in the Project Bid Form. The Contractor would then perform any required retrofit and repair as needed and invoice such work on a Time and Material Basis.
- E. No written specifications are included. – Typically, Projects for the City of Olathe use the City's proprietary written specifications.

2612 SW WINTERGARDEN DRIVE
LEES SUMMIT, MISSOURI 64081
PHONE: 816-246-1082 / CELL: 816-210-6358
Email: ecosystems@kc.rr.com

- F. Includes estimated weekly worst case water usage and scheduling information.
- G. Includes consultation during the Bidding Process for system installation.
- H. Includes Bid evaluation and contract award recommendations (Optional).
- I. Includes Pre and Post Bid RFI responses, Contractor Submittal review and Contractor Shop Drawing as may be applicable.
- J. Does not include any Construction Administration or Construction Observation and reporting. This can be done at my hourly rate as Additional Services if desired/ required.

Fees for any Additional Services will be negotiated at the time of the request. In addition, out-of-pocket expenses such as printing, delivery services and submittal fees (if any), will be invoiced at cost plus 15%. My general hourly rate is \$135.00 per hour for design or consultation related services. Minor plan revisions are included in the base fee. Major revisions requiring complete re-design due to site and/ or Landscape design changes will be handled as Additional Services.

Includes GBL and Professional Liability Insurance (2 mil per occurrence). It is not possible to add "Additional Insureds" to my policies.

Most recently the City has elected to irrigate just the new trees and shrubs only. Just to be safe, we should confirm the City's exact desire prior to starting the design. Due to the relatively small size of this Project, my design fee will be the same whether they desire full 100% coverage for all turf, shrubs, and trees or just for trees and shrubs only.

We will most likely need to set a small water meter in the ROW to one side or the other of the dog bone roundabout island. If we will irrigate the new island trees and shrubs only, then the smallest meter available will most likely suffice (5/8" or 3/4"). If we will also irrigate any turf areas within or adjacent to the dog bone roundabout, we will most likely need a larger water meter (likely 1").

We will also need to coordinate 120vac continuous power for the irrigation controller if we wind up with 5 zones or more. I believe the City desires battery operated controllers if the system has 4 or less zones. If we just irrigate new trees and shrubs, then it can likely be done with 4 or less battery-controlled zones and we will not require a 120vac permanent power supply for a traditional controller.

This Proposal Agreement may be used for our contract, or we can use an HNTB form of agreement as you may require.

Zach, I look forward to working with you on this Project and I appreciate the opportunity to provide this Proposal. I believe that it will be a great Project!

Please review this Proposal and do not hesitate to contact me if I can answer any questions or if I can help further.

Sincerely,

Brian R. Gates

Brian R. Gates
Owner
ECOSYSTEMS

ECOSYSTEMS

Irrigation Design and Consulting

PROPOSAL SUMMARY

Olathe Pursuit: Dennis Avenue, Hedge Lane to Parker Street, Olathe KS

IRRIGATION DESIGN FEE PROPOSAL

June 11, 2026

**Irrigation Design Fee Package as detailed
above:**

\$4200.00

- Items A through I (as described in the body of the Proposal above)
- This is the Base Design Fee (– Includes +/-30 hours professional services)
- CA work, to include Construction Observation and Reporting is **not** included but may be added “on call” at my hourly rate if desired.

- Please allow a two-week minimum turn-around time from the time I receive your CAD base files.
- Does not include detailed existing irrigation system(s) retrofit and repair. This can be handled with Bid Form unit pricing and the required work being performed on a Time and Material Basis as further described in the body of this Proposal.
- Does not currently include Field Staking (to be performed by the Contractor).
- Does not currently include any LEED certification work, pumps, wells, rainwater harvesting or cisterns.
- Does not currently include any Surveying or GPS mapping.
- As Built drawings shall be specified as “By Contractor”.

Agreed this Date: 6-11-2026 By: Brian R. Gates Title: Owner
ECOSYSTEMS

Agreed this Date: _____ By: _____ Title: _____
HNTB Corporation

2612 SW WINTERGARDEN DRIVE
LEES SUMMIT, MISSOURI 64081
PHONE: 816-246-1082 / CELL: 816-210-6358
Email: ecosystems@kc.rr.com

EXHIBIT C
Fee & Rate Schedule

EXHIBIT C
Fee & Rate Schedule

Dennis Avenue (Hedge Lane to Parker Street)
HNTB Schedule of Rates

Rates are effective for services from
January 1, 2026 through December 31, 2026

<u>Position / Classification</u>	<u>Hourly Billing Rate</u>
Group / Project Director	\$280.00 - \$420.00
Department Manager	\$200.00 - \$340.00
Section Manager	\$180.00 - \$280.00
Project Manager	\$150.00 - \$340.00
Technical Advisor / Sr. Technical Advisor	\$190.00 - \$360.00
Project Engineer / Sr. Project Engineer	\$140.00 - \$270.00
Engineer	\$100.00 - \$220.00
Designer / Sr. Designer	\$120.00 - \$270.00
Technician Specialist / Sr. Technician	\$135.00 - \$240.00
Technician *	\$75.00 - \$150.00
Utility Coordinator	\$120.00 - \$240.00
Planner	\$100.00 - \$200.00
Landscape Architect	\$120.00 - \$210.00
Intern *	\$60.00 - \$160.00
Construction Manager / Resident Engineer	\$195.00 - \$300.00
Sr. Inspector	\$135.00 - \$210.00
Inspector *	\$100.00 - \$180.00
Public Engagement Specialist / Manager	\$100.00 - \$250.00
Project Analyst	\$100.00 - \$180.00
Administrative Assistant	\$90.00 - \$150.00

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
Olathe CIP Projects

Project consultant will submit land acquisition documents and tracking spreadsheet to City project manager for review and approval as determined by project schedule. City staff and land acquisition agent will be responsible for acquisition of each taking, and consultant will provide support, as necessary, to assist in all acquisitions. All submittals shall be in electronic format.

REQUIREMENTS FOR ALL TAKINGS

- Each tract with acquisitions will be assigned a tract number, which will be consistent across all project documents and submittals.
- Ownership and encumbrance (O&E) title report for each tract, not more than 9 months since certification, showing current ownership, liens, mortgages, existing easements, leases (if recorded), and any other encumbrances affecting the property.
- Copy of last deed 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

SUBMITTAL SCHEDULE

Dedication documents, tract maps, and legal descriptions shall be submitted to City project manager, at minimum, 9 months prior to anticipated bid opening. Documents may be required to be submitted earlier for complex projects or projects with a large project area, as determined by project manager. Submittals per tract will include:

- Word copy of legal description
- PDF of signed and sealed legal description
- Tract map signed and sealed
- Word copy of easement ("front end") document(s)
- O&E title report
- Last deed of record
- Summary of Takings spreadsheet (1 per project)

EASEMENT DOCUMENTS & TRACT MAPS

Each tract with takings require easement dedication documents, legal description of each easement taking, and a tract map (Exhibit D.1) showing each taking on the subject property. Legal descriptions and tract maps to be signed and sealed by Registered Land Surveyor in the State of Kansas. Legal descriptions shall be submitted in pdf and Word format.

Consultant will prepare easement dedication (front end) documents for each tract and taking. Draft dedication documents are available in Word format on the City of Olathe website.

Tract maps will include, at minimum:

- Project name and city project number
- Tract number
- Ownership information
- Property address
- North arrow, scale, legend
- Property lines

- Building outlines, including outbuildings
- Property features, including, but not limited to, trees, fences, driveways, landscaping, monument signs, existing streets and any other feature useful in acquisition discussions with property owner
- Existing ROW
- Proposed project improvements clearly shown in relation to existing features
- Removals and cost to cure items clearly identified
- Location and dimensions of proposed easements, including square footage of each easement
 - Proposed easements shall be hatched and color coded, consistent with across all project takings
 - Hatching must be legible when recorded and printed in black and white
 - Show all proposed easements on a single tract map. Multiple pages are permissible if not clearly legible on a single tract map

SUMMARY OF TAKINGS SPREADSHEET

Consultant shall submit a spreadsheeting (Exhibit D.2) detailing land acquisition taking information for use in tracking land acquisition progression, budget tracking, and for informational use with other city staff.

Spreadsheet should include, at minimum:

- Project name and city project number
- Tract number
- Ownership information
- Johnson County Parcel ID
- Mailing and situs address
- Easement type and square footage of taking
- Cost to cure items

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

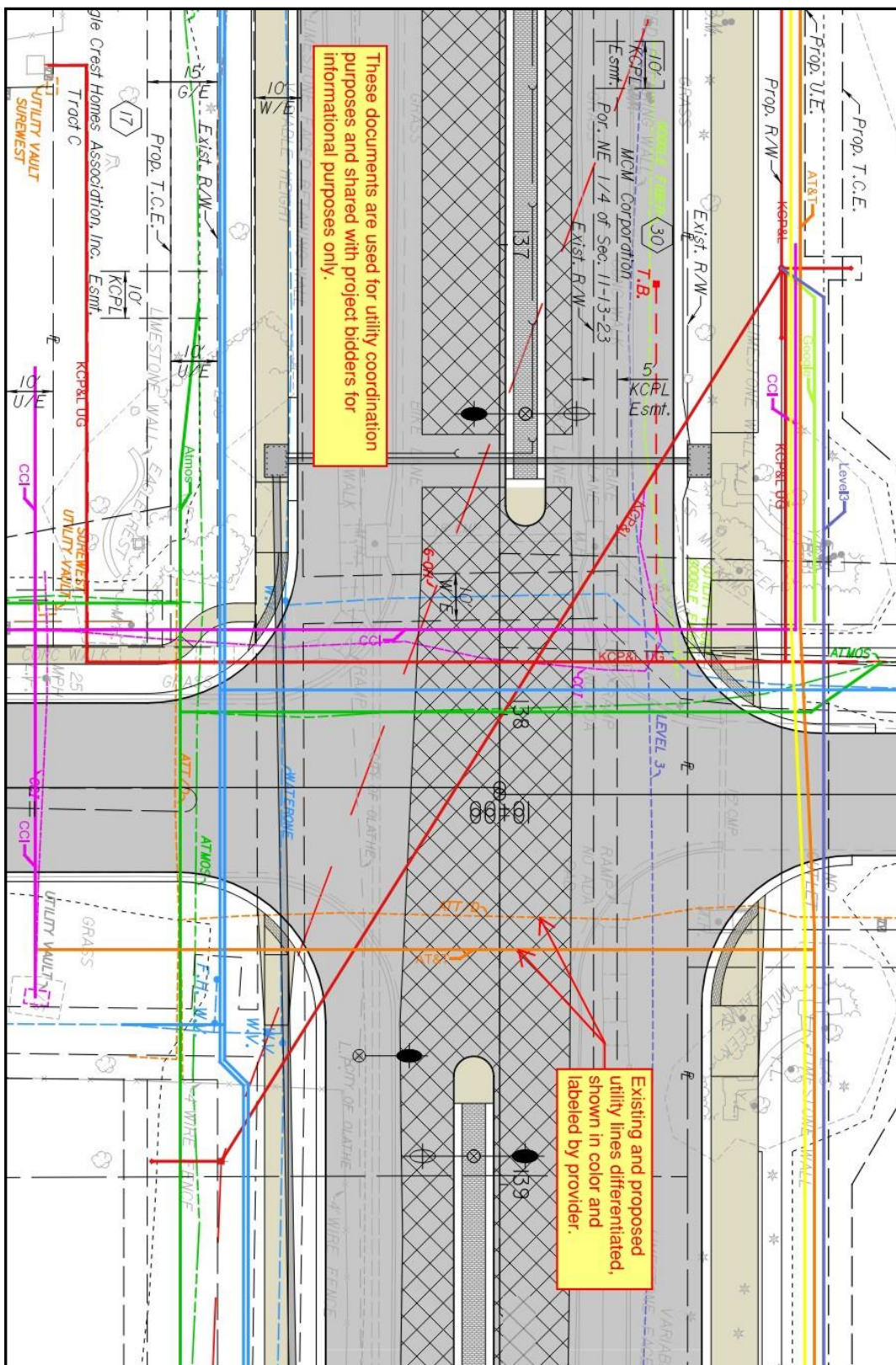


EXHIBIT F

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; General Aggregate: \$2,000,000.

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

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

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

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

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

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

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

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

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

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

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

D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Consultant must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

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

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