

PROFESSIONAL SERVICES AGREEMENT

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

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

City of Olathe Safety Action Plan **Project No. 3-C-088-23**

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 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 three hundred forty-nine thousand, nine hundred fifty-seven dollars and fifty-three cents (\$349,957.53), 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 three thousand, one hundred sixty-six dollars (\$3,166.00) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

B. SERVICES BEYOND THE SCOPE OF SERVICES

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

C. BILLING & PAYMENT

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Consultant provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Consultant in accordance with the contract payment procedures.
3. Progress Reports: A progress report must be submitted with each monthly pay request indicating the percentage of Professional Services completed to date. This report will serve as support for payment to Consultant.

D. SCHEDULE

All services must be completed on or before December 31, 2024.

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 **Exhibit B**, 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 not 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.

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, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

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

responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections and programs in connection with the work, since these are solely the construction contractor's responsibility under the contract for construction to be entered into with City. Consultant will not be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consultant will not have control over or charge of acts or omissions of any construction contractor, any of a construction contractor's subcontractors, or any of the agents or employees of a construction contractor selected by City to construct the Project.

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

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: **Scott Cogan** (scott.cogan@wsp.com). 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. 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.
3. 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.

4. 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.
5. 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.
6. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

SECTION V - GENERAL PROVISIONS

A. TERMINATION

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

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: Cheryl Lambrecht/Zach Baker
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

WSP USA Inc.
Attn: Scott Cogan, Senior Project Manager
300 Wyandotte Street, Suite 200
Kansas City, MO 64105

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.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

B. DISPUTE RESOLUTION

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

C. OWNERSHIP OF CONSULTANT DOCUMENTS

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

D. INSURANCE

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

associated with such failure thereto.

E. INDEMNITY

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

F. AFFIRMATIVE ACTION/OTHER LAWS

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:
 - a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the

performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;

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

G. ENTIRE AGREEMENT

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

Agreement.

H. APPLICABLE LAW, JURISDICTION, AND VENUE

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

I. NO THIRD-PARTY BENEFICIARIES

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

J. INDEPENDENT CONTRACTOR

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

K. DELIVERABLES

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

L. FEDERAL LOBBYING ACTIVITIES

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and

consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

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

M. COVENANT AGAINST CONTINGENT FEES

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

N. NO SOLICITATION TO HIRE CITY EMPLOYEES

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

O. COMPLIANCE WITH LAWS

Consultant will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Consultant will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under

this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit H**).

P. TITLES, SUBHEADS AND CAPITALIZATION

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

Q. SEVERABILITY CLAUSE

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

R. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

1. This Agreement;
2. Scope of Services (Exhibit B);

[The remainder of this page is intentionally left blank.]

S. EXECUTION OF CONTRACT

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

CITY OF OLATHE, KANSAS

By: _____
Mayor, City of Olathe


ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

WSP USA Inc.

By:  _____
Scott Cogan, Senior Project Manager
300 Wyandotte Street, Suite 200
Kansas City, MO 64105

Digitally signed by
Cogan, Scott (cogansm)
Date: 2024.03.06
10:32:30 -06'00'

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OF EXHIBITS**

Exhibit A	Description of Project & Map
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Exhibit E	Certificate of Insurance
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EXHIBIT A
Description of Project & Map

Safety Action Plan:

The City of Olathe, KS is committed to reducing or eliminating traffic crashes and/or fatalities within its boundaries. Creating a Safety Action Plan, under the U.S. Federal Highway Administration Safe Streets for All (SS4A) action plan grant, will strengthen our safety culture.

Through expanded collaboration with City leadership, stakeholders and multiple community members, as well as guidance from FHWA's Safe System approach and SS4A Action Plan Components, the City will develop a SS4A Comprehensive Action Plan that will be incorporated into the existing and new infrastructure throughout the city.

This project will include data gathering and analysis of the safety of Olathe's roadways for multimodal transportation alternatives and develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in the City of Olathe. Analysis of the sidewalk & trails systems, as well as ADA compliance on existing and proposed infrastructure shall be a focus as well. Included in the scope will be a focus on equity and disadvantaged users by improving walking and biking access for individuals.

EXHIBIT B
Scope of Services

City of Olathe Safety Action Plan (SAP)
WSP USA Scope of Services
February 14, 2024

To accomplish the goal of Safe Streets for All (SS4A) – eliminating traffic fatalities and severe injuries for all road users – the City of Olathe, KS is developing a **Safety Action Plan** (“SAP”).

Based on the Safe System Approach, the SAP will:

- Incorporate community and stakeholder input
- Outline the contributing factors in fatal and serious injury traffic crashes using public input and a data-driven analysis
- Recommend strategies and policies
- Include guidance for the responsible parties and City departments to help them implement the strategies and policies

The SAP will build on past work by the City of Olathe related to analysis of existing conditions (including demographic information, crash data, existing transportation network, street typologies, traffic volumes, Community asset inventory, and travel patterns), priority corridor information and vision, master street plan, multi-modal network data, and proposed measures. These include Olathe Transportation Master Plan, the Olathe 2040: Future Ready Strategic Plan, and any other previous relevant work done. It should be noted that the City of Olathe is likely already working on projects that support the Safety Action Plan outcomes.

This project will include the following tasks:

1. Project Management/Quality Control
2. Stakeholder and Public Engagement
3. Comprehensive Data Analysis
4. Safe Systems Toolbox
5. Implementation Plan
6. Safety Action Plan (SAP)
7. Project Identification & Funding

TASK 1. PROJECT MANAGEMENT/QUALITY CONTROL

WSP uses many tools to facilitate successful project management and will follow our processes as specified by our ISO 9001:2015 certification. This includes the creation of a Project Management Plan and a Quality Assurance/Quality Control Plan and requires adherence to other management plans and tracking/reporting processes. All work products and deliverables provided to Olathe will undergo our Quality Assurance/Quality Control Process (QA/QC). This process works so that all deliverables are checked, verified, corrected, and rechecked by different individuals to put forth the highest quality products, analyses, and documents.

As part of this task, a project kick-off meeting with key City staff will be held. At this kickoff meeting, the team will discuss project management processes, key staff, key stakeholders, and project scope, schedule, and budget. The WSP project manager will act as the single point of contact for City staff on the project and provide regular communications to the staff. City staff will be updated on project schedule, scope, and budget in monthly team meetings.

Task 1. Deliverables

- Project Management Plan
- One (1) Kickoff meeting (4 WSP staff in-person, 2 B&M staff in-person)
- Up to nine (9) Monthly progress reports/invoicing
- Up to nine (9) Monthly check-in meetings (Virtual)

TASK 2. STAKEHOLDER AND PUBLIC ENGAGEMENT

The following details the scope of engagement strategies and tools for conducting outreach and education for stakeholders, local businesses, neighborhood leadership, and community members. The strategic backbone and messaging of our engagement will emerge through facilitated engagements and events in coordination with City of Olathe staff and elected officials to inform the SAP. WSP will provide all meeting coordination, communication, and meeting facilitation with the support of City staff. WSP will work with the City of Olathe staff on all traditional and social media elements of the engagement throughout the project.

Technical Advisory Committee

WSP will coordinate and facilitate the creation of a Technical Advisory Committee (TAC) with support by City staff. WSP and City staff will collaboratively identify key stakeholders to include on the TAC incorporating a diverse set of stakeholder representatives, such as Olathe Public Schools, community groups, city departments, and area transportation agencies. Upon identification of the TAC members, WSP will coordinate meetings, communications, and other outreach with the TAC members. This TAC will provide continuous input and guidance throughout the planning process. We will assist the TAC through in-person meeting facilitation and coordination of materials and documentation with appropriate support from City staff. WSP will provide notes and summaries of the TAC meetings. WSP will coordinate up to four (4) TAC meetings throughout the 9-month plan process. A rough outline of topics to discuss at each:

- Meeting #1 – Review the scope and provide feedback on the process; establish expectations, draft goals, and guiding principles.
- Meeting #2 – Provide feedback on existing conditions, policies, and the project selection and prioritization criteria.
- Meeting # 3 – Provide feedback on draft recommended projects and policies – review and provide feedback on recommended projects and policies.
- Meeting # 4 – Review and provide feedback on the draft plan.

Staff Training

The Olathe Safety Action Plan is designed to enhance the knowledge and commitment of not only the public, but also that of city staff members toward achieving safer streets for all. This comprehensive training module will introduce participants to the fundamentals of the Safe Streets for All initiative and the Federal Highway Administration's (FHWA) Safe System Approach. It aims to underscore the collaborative effort required to eliminate traffic fatalities and serious injuries on our roadways. Through interactive sessions and expert-led workshops, staff will gain insights into effective strategies for road safety, understand the importance of multi-disciplinary collaboration, and learn how to apply these principles to their daily responsibilities and projects. This initiative reflects Olathe's dedication to fostering a safety-first culture among

its employees, ensuring that every member plays a pivotal role in creating a safer, more inclusive urban mobility environment.

Public Engagement

WSP will prioritize engaging the community where they live, work, and play and through online communications. We will collaborate with the TAC for citywide public engagement and for targeted outreach. Through the prioritization of equitable processes and outcomes, WSP will engage with the community in meaningful, accessible, culturally relevant ways, and support involvement by respected community leaders and influencers. Our approach will focus on engagement opportunities that drive the most engagement, including online engagement and pop-up events throughout the city. WSP will make efforts to reach out to marginalized and historically under-represented communities throughout the public engagement process. The goal of this process will be for WSP and the TAC to understand and assess the community's values and priorities, providing pertinent data on traffic crashes to establish common ground. This will facilitate the merging of technical information with public input so that we can deliver comprehensive updates that reflect shared values and priorities and prepare the community for active engagement throughout the process.

As WSP delivers the engagement activities to inform key audiences of the broad issues facing the community resulting from traffic deaths and serious injuries, we are also receiving feedback, input, and responses that help us assess values, priorities, and vision and inform the public. Facilitated stakeholder meetings and public meetings are typical methods to engage key audiences with the planning team and City staff to inform the Plan. WSP will provide:

1. **Website and Social Media** – WSP, with assistance from the City of Olathe, will develop content for inclusion in the City-developed Safety Action Plan website so that interested residents can engage in this process when it is convenient for them. We will develop a strategy for online engagement, using the City of Olathe's existing channels, and developing a project page on the City's website. Social media tools will be fully developed by our team and ready for the City's use. We will coordinate with your staff to align our plan with methods that have been effective for your audience in the past and make recommendations based on our experience. WSP will not create a new website but will supply content to be incorporated into the website/pages.
2. **Community Pop-up Events** – This includes engaging with the public at events across Olathe that WSP will coordinate and implement. Pop-up events are to be held at existing events or high-activity locations such as farmers' markets, Fourth Fridays, festivals, and local group and neighborhood meetings. We will share information about the project, direct people to the website to learn more and provide input, and create other interactive activities to quickly gather input. TAC members should be consulted for locations in their communities. WSP will organize the set-up of project tables/booths to share information and capture stories. Up to eight (8) pop-up events will be held and the events will be up to two (2) hours in duration each.

Branding Materials

WSP will create branding materials, including promotional material, and MS Office templates to ensure a cohesive and professional appearance for the project. These resources will be designed to maintain brand consistency across all project documentation and presentations.

Task 2. Deliverables

- Coordinate and facilitate up to four (4) Technical Advisory Committee meetings (two (2) WSP Staff in-person, one (1) B&M staff in-person)
- Up to two (2) Staff Training Workshops
- Project Website Content
- Eight (8) Pop-up Events
- Branding Materials
 - a) Olathe Safety Action Plan Logo
 - b) Microsoft Office Word & PowerPoint Templates
 - c) Project Promotional Materials (Stickers/Magnets/Handouts)

TASK 3. COMPREHENSIVE DATA ANALYSIS

WSP will utilize the existing GIS and database assets from City staff to identify data insights into the state of safety in the City of Olathe. All data analysis will be conducted on injury and fatal crashes only. No analysis of property damage crashes will be performed. Recognizing the breadth and comprehensive nature of this city-wide initiative, it is important to underscore that this effort is a planning level analysis and will focus on the bigger picture overview of data. The analysis will not be conducted to the same level that an engineering crash data analysis may be conducted on an individual intersection or corridors. This effort will consist of the following elements:

1. **Existing Best Practices Document Review** – WSP will follow FHWA Guidelines for an in the development of the Olathe SAP. WSP will review Safet Action Plans from up to five (5) peer communities for information and considerations to be included in the Olathe SAP. In addition, WSP will search for relevant literature and best practices from other states, cities, or counties. Emphasis will be placed on sources related to data-driven, analytical, and equitable approaches to safety planning. Key findings of the included literature will be summarized and used to guide the subsequent tasks. Best practices identified across the sources will be distilled and synthesized as recommendations for consideration of changes to existing policies, laws, and ordinances.
2. **Plans Review** – WSP will review relevant safety/transportation plans in Kansas and the Olathe Area such as the Olathe Transportation Master Plan; Olathe 2040: Future Ready Strategic Plan; and any local/regional bicycle or pedestrian master plans. WSP will also review existing City policies, process, laws, and ordinances relevant to transportation safety, including but not limited to: traffic enforcement, complete streets, traffic calming, crosswalks, project-level safety analysis, etc. WSP will also search for relevant City ordinances or State laws related to implementation of safety treatments such as changing speed limits and utilizing automated enforcement. These plans, ordinances, and laws will be reviewed and summarized in relation to this project. An analysis of safety funding programs related to the implementation of safety treatments in the plans such as the Highway Safety Improvement Program and the Safe Streets and Roads for All will be reviewed. Relevant information on safety initiatives, safety targets and performance measures, safety issues, legal constraints, and funding opportunities will be included in the summaries.

3. **Crash Mapping** - WSP will map frequency of crashes and crash rates blocks, block groups, or tracts identified by the U.S. Census Bureau. Normalizing factors including population, roadway miles, vehicle miles traveled, and walking and biking rates will be used for the calculation of crash rates. Additionally, WSP will develop a high injury area (HIA) by normalizing crashes by a variety of demographic and mobility factors such as population, employment, roadway miles, and multimodal traffic volumes. Replica data will be leveraged to identify areas that have a higher or lower risk for various users based on the number of crashes per trip (whether the trip is walking, biking, or driving), allowing the City of Olathe to tailor and target their outreach and treatment efforts.
4. **Crash Trends Analysis** - WSP will create a summary statistics analysis of Olathe crashes. This effort will focus on using the crash database provided by the City. Data will be organized into charts and key takeaways to supplement the City of Olathe staff's existing work. This analysis will be used to identify highly impacted road users, contributing circumstances, crash types, and changes over time to these factors.
5. **Systemic Analysis** - WSP will utilize the city street segment database incorporating roadway characteristics and land use context to perform a systemic analysis. The analysis will create a representation ratio for each element analyzed that identifies the relative proportion of crashes related to that element compared to the relative proportion of roadway miles that each element represents on the network.
6. **Equity Analysis** - As part of the SS4A program, an equity analysis will be conducted to document population characteristics of the study area and understand whether identified Environmental Justice (EJ)/Justice40 populations are disproportionately impacted by safety risks. For each of these population areas, WSP will assess whether crash history or crash risk is disproportionate in comparison to the region as a whole or applicable areas. WSP will evaluate the effectiveness of current safety measures in addressing the needs of these communities and identify and document any gaps or areas for improvements.
7. **High Risk Network Development** - After risk factors identified as part of the systemic analysis, WSP will develop scoring criteria to be assigned to elements that contribute to high-risk corridors including elements like land use context, equity emphasis areas, and infrastructure features. These criteria will be used to identify high risk corridors and a high-risk network of roads.
8. **High Injury Network Development** - The high injury network (HIN) will be developed in a two-stage process. The first will identify high crash intersections and high crash roadway segments that are in the top percentiles for crashes per mile. WSP will then create the HIN based that logically encompasses the high injury intersections and segments. Summary statistics on the HIN will be performed to identify what percentage of crashes occurred on the HIN and what proportion of roadway miles the HIN represents compared to all roadway miles in Olathe.
9. **Analysis of Controlled Accesses Freeways** – Building on the existing data analysis and existing plans review, a comprehensive examination of safety measures and crash

data on freeways with controlled access points. This analysis aims to identify risk factors, assess the effectiveness of current safety protocols, and recommend improvements to enhance overall roadway safety. Additionally, proposals will be made on how Olathe can best coordinate with state officials to address safety concerns.

10. **Sub-area Analysis: Downtown** – The sub-area safety analysis of Olathe's downtown will focus on evaluating traffic patterns, pedestrian movement, and existing infrastructure to identify potential safety hazards and areas for improvement. This targeted assessment aims to develop tailored strategies that enhance the safety and well-being of residents and visitors in Olathe's bustling downtown area.
11. **Traffic Signal Safety Review** – Signals pose a higher risk of severe crashes when compared to other intersection traffic control types. Though the use of a signal control is unavoidable due to cost, operational, and/or ROW restrictions. Canadian developer of AI-based traffic management technology Miovision has launched a new automated traffic signal performance measures (ATSPMs) to improve intersection operations, where Olathe, KS is a user. WSP will evaluate the effectiveness of Miovision's ATSPMs safety data and propose strategies to incorporate this system into Olathe's Action Plan.

WSP will incorporate all the data analysis elements into the SAP to support and justify the actions identified in the plan. The data will be used throughout the public engagement activities and with coordination to illustrate the crash issues in Olathe. The data analysis will be used to support the countermeasure selection and prioritization model. All analysis will be performed using Microsoft Excel, R. Studio, ArcGIS, or other software as appropriate. Final analysis files will be delivered to City staff in spreadsheet, database, and/or geodatabase format.

Task 3. Deliverables

- Best practices, literature, and relevant plans review
- Crash Mapping & High Injury Areas (HIAs) maps
- Crash Trends Analysis
- Systemic Analysis
- Equity Analysis
- High Risk Network map
- High Injury Network map
- Controlled Accesses Freeways memorandum
- Downtown Sub-area memorandum
- Traffic Signal Safety Review memorandum

TASK 4. SAFE SYSTEMS TOOLBOX

WSP will continue to work with City staff to further develop the Traffic Calming Toolbox by incorporating best practices identified by the City of Olathe, from WSP's relevant experience with previous projects. Additionally, WSP will incorporate insights gleaned from engagement with the public and stakeholders and the comprehensive data analysis to create a simple and straightforward guide for the City's citizens, staff, advocates, and elected officials to use well into the future. These resources combined will help create a practitioner's guide that informs

users on crash contexts and types to select appropriate crash countermeasures in a simple, straightforward manner based on criteria such as cost, timeframe, and crash reduction potential.

Task 4. Deliverables

- Safe System Toolbox Practitioner's Guide

TASK 5. IMPLEMENTATION PLAN

WSP will work with City staff and the TAC to develop implementation plan recommendations by incorporating best practices identified by previous task outcomes from WSP's relevant experience with previous projects. These resources combined will help create an implementation plan that informs users on crash contexts and types to select appropriate crash countermeasures in a simple, straightforward manner based on criteria such as cost, timeframe, and crash reduction potential. The implementation plan development will consist of these three (3) tasks:

1. **Prioritization Tool:** WSP will create a dynamic excel based prioritization tool able to be edited in the future, which will score the projects based on safety criteria, equity considerations, and plan goals to prepare a ranked list of projects. This project list will look at both high-cost capital projects and low-cost retrofit projects (such as implementing road diets when streets are resurfaced). This list will be reviewed with City staff and the TAC and adjusted to account for qualitative factors and public perception.
2. **Prioritized Project List:** WSP will prepare concept-level cost estimates and crash reduction potential for the projects identified in the previous task. Collaboration with City staff and the TAC will ensure this list will account for qualitative factors and public perception. Utilizing this information, we will provide high-level benefit-cost ratios to identify the highest-value projects, dollar for dollar.
3. **Phased Implementation Plan:** WSP will put together an implementation plan for safety improvements in Olathe that don't just prioritize projects by score; it strategically aligns with local funding, grants, and existing plans like the Olathe 2040: Future Ready Strategic Plan and the Transportation Master Plan. Additionally, the plan will encompass non-infrastructure tactics to support safety planning, updating or suggesting new policies and programs within a Safe System approach framework.

Plan implementation and prioritization is typically the most challenging topic to address in the Safety Planning discussion as it involves funding allocations. Fatal and serious injury traffic crashes are not equally distributed throughout Olathe. To achieve reductions in fatal and serious injuries, funding must be allocated to the locations where the greatest crash reduction can be generated, which can be politically divisive. WSP will work to facilitate discussions with the TAC to explain the needs of the community to the decision makers and convey the reasoning for all Implementation Plan decisions as it relates to equity, our values, and our goal of Zero.

Upon completion of the implementation plan, WSP will split projects into different phased implementation approaches with coverage of a range of project types, including low-cost systemic, medium-cost targeted, and high-cost target projects. In addition to this, WSP will work to integrate these phased implementation approaches into the work that the City of Olathe already does to make even more of an impact regarding safety in its operations.

Task 5. Deliverables

- Prioritization Tool
- Prioritized Project List
- Phased Implementation Plan

TASK 6. SAFETY ACTION PLAN (SAP)

WSP will produce a Safety Action Plan (SAP) document detailing all these elements outlined in this scope of services. This document will be produced as a print equivalent PDF plan document. The plan will incorporate all the information from the data analysis, engagement, plans reviews, and implementation plan. The document will summarize all tasks undertaken including an executive summary, stakeholder and public engagement, data analysis, Focus Areas (such as dedicated solutions near school zones), Countermeasures from the Safe Systems Toolbox, and the phased implementation plan.

Each section of the document will be delivered in memorandum format as they are produced, using previous experience in the creation of several plans compliant with the SS4A grant requirements, and then combined into a single document at the end of the process. One draft and one final version of each of these documents will be provided. WSP will propose a plan outline and format that closely mirrors the SS4A SAP Self-Certification checklist.

WSP will also deliver this plan as an interactive document or dashboard website built by WSP. This website will be interactive with navigational links for easier use of the document and dynamic maps and charts.

Task 6. Deliverables

- Draft SS4A Compliant Comprehensive Safety Action Plan
- Final SS4A Compliant Comprehensive Safety Action Plan
- Interactive Data Dashboard/Website

TASK 7. PROJECT IDENTIFICATION & FUNDING

Once projects have been identified and outlined in a Comprehensive Safety Action Plan, funding needs to be secured to ensure that important projects can be implemented. WSP will help leverage this expertise to make sure Olathe has the best possible chance to secure additional funding moving forward. The WSP team will work with the City of Olathe to select projects that meet eligibility requirements and identify funding sources at the local, state, and/or federal level. WSP will assist in drafting project descriptions but will not complete any application material for outside funds as part of this scope.

Task 7. Deliverables

- Project Descriptions & Funding Matrix

City of Olathe Safety Action Plan (SAP)
WSP USA Scope of Services
February 14, 2024

PROJECT SCHEDULE

The project will be substantially completed within nine (9) months of Notice to Proceed provided by the City of Olathe. The individual tasks will be undertaken according to the following schedule. This schedule is subject to change.

Task	2024									
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
Notice to Proceed										
Task 1: Project Management/Quality Control										
Kickoff Meeting & Project Management Plan										
Monthly Reports, Invoicing, and Check-ins										
Task 2: Stakeholder and Public Engagement										
Action Plan Advisory Committee meetings										
Project Website & Data Dashboard										
Pop-up Events										
Task 3: Comprehensive Data Analysis										
Best Practices, Literature, and Relevant Plans Review										
Crash Maps & High Injury Areas										
Systemic Analysis										
Equity Analysis										
High Risk & Injury Network Maps										
Analysis of Controlled Accesses Freeways & Downtown Sub-area										
Traffic Signal Safety Review										
Task 4: Safe Systems Toolbox										
Task 5: Implementation Plan										
Prioritization Tool										
Prioritized Project List										
Phased Implementation Plan										
Task 6: Safety Action Plan										
Draft CSAP										
Final CSAP										
Task 7: Project Identification & Funding										

EXHIBIT C
Fee & Rate Schedule

Phase		Item of Work	Project Manager	Quality Assurance/PIIC	Technical Expert	Engineer	Senior Planner	Planner	Public Involvement Specialist	Grant Specialist	Project Accountant	Total
TASK 1. PROJECT MANAGEMENT												
		Project Management Plan	8	2								10
		Kickoff meeting	10	4	10	2	2	2	2	2		34
		Monthly (9) progress reports/invoicing	24								24	48
		Monthly (9) check-in meetings (Virtual)	24								24	48
		Subtotal	66	6	10	2	2	2	2	2	48	140
TASK 2. STAKEHOLDER AND PUBLIC ENGAGEMENT												
		Four (4) Technical Advisory Committee meetings	40		28	12	12		12	8		112
		Two (2) Staff Training workshops	16		12				12			40
		Project Website content	4				8	16	8			36
		Eight (8) Pop-Up Events	4		4				16			20
		Branding Materials	4						12			16
		Subtotal	68	0	40	12	20	16	60	8	0	224
TASK 3. COMPREHENSIVE DATA ANALYSIS												
		Best practices, literature, and relevant plans review	8		4	4						16
		Crash Maps & High Injury Areas (HIA)	4			8	24	8				68
		Crash Trends analysis	4			24	8					36
		Systemic analysis	4			4	8	8				36
		Equity Analysis	4			12	8	36				48
		High Risk Network maps	8			2	24	16				50
		High Injury Network maps	8			2	24	16				50
		Controlled Accesses Freeways memorandum	4		4							8
		Downtown Sub-area memorandum	8		10	12						46
		Traffic Signal Safety Review memorandum	4		4							8
		Quality Control	16	4	8							28
		Subtotal	72	0	22	32	80	100	0	0	0	394
TASK 4. SAFE SYSTEMS TOOLBOX												
		Safe Systems Toolbox Practitioner's Guide	8		8							16
		Subtotal	8	0	8	0	0	0	0	0	0	16
TASK 5. IMPLEMENTATION PLAN												
		Prioritization Tool	16		8		24	12				64
		Prioritized Project List	16		8		24	12				60
		Phased Implementation Plan	4		2							6
		Subtotal	36	0	18	0	48	24	0	0	0	130
TASK 6. SAFETY ACTION PLAN												
		Draft Action Plan	30		24	60	8	12	8			142
		Final Action Plan	20	2	24	40	8	12				106
		Interactive Data Dashboard/Website	12		10	25	12	40	16			151
		Subtotal	62	2	58	125	28	64	24	0	0	399
TASK 7. PROJECT IDENTIFICATION & FUNDING												
		Project Descriptions & Funding Matrix	8	2	12		8			40		32
		Subtotal	8	2	12	0	8	0	0	40	0	32
Engineering Services Labor Summary												
		Raw Labor Rate	\$ 59.24	\$ 89.42	\$ 82.52	\$ 35.32	\$ 41.79	\$ 60.61	\$ 64.38	\$ 66.33	\$ 83.33	\$ 80.01
		Loaded Labor Rate (140.62% Overhead)	\$ 142.54	\$ 215.16	\$ 198.56	\$ 84.99	\$ 100.56	\$ 145.84	\$ 154.91	\$ 159.60	\$ 200.51	\$ 192.52
		Direct Labor	\$ 45,613.85	\$ 2,151.62	\$ 33,358.02	\$ 14,532.77	\$ 16,088.82	\$ 27,709.56	\$ 24,475.96	\$ 13,725.88	\$ 10,025.43	\$ 9,240.96
												\$ 196,922.88
												Fixed Fee (12%)
												\$ 23,630.75
												Total Labor
												\$ 220,553.62
Engineering Services Expenses Summary												
												Subconsultants:
												\$ 126,237.91
												Burns & McDonald
												\$ 126,237.91
												Expenses:
												\$ 3,166.00
												Total Expenses
												\$ 129,403.91
												Olathe Safety Action Plan Fee Estimate Total =
												\$ 349,957.53

TASKS	EXPENSE	QUANTITY	UNIT COST	DESCRIPTION	COST
	Mileage	2800	\$0.66	Omaha, NE to Olathe, KS (400 Miles - Roundtrip, x6) & KC to Olathe (50 Miles Roundtrip, x8)	\$1,834.00
	Lodging	6	\$126.00	GSA Rate for Wyandotte / Johnson / Leavenworth counties	\$756.00
	Meals	12	\$48.00	GSA Rate for Wyandotte / Johnson / Leavenworth counties	\$576.00
	Subtotal Expenses				\$3,166.00
	Total Expenses				\$3,166.00

TASKS	EXPENSE	QUANTITY	UNIT COST	DESCRIPTION	COST
Task 1 & 2					
	Travel (miles)	500	\$0.67	10 trips at 50 miles per trip	\$0.00
	Printing			Public engagement invites, branded materials, pop-up event materials, boards	\$335.00
Task 2					\$1,000.00
					\$0.00
	Subtotal Expenses				\$0.00
					\$1,335.00
	Total Expenses				
					\$1,335.00

EXHIBIT D
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. Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the City.
- D. Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.
- E. Verification of Coverage**
1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- F. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

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

EXHIBIT E
Certificate of Insurance

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. WSP USA INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. One Penn Plaza, 4th Floor	Requester's name and address (optional)
6 City, state, and ZIP code New York, NY 10119	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
1	1	-	1	5	3	1	5	6 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

James W. Frederic

Date ► 01/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Policy Number: AS7-621-094060-033
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017	CONTACT NAME: PHONE (A/C, No. Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS:
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:
License#: BR-724491 WSPGLOB-01	NAIC # 16535 42404

COVERAGES**CERTIFICATE NUMBER:** 1602885195**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 9835819-10	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS7-621-094060-033	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WA7-62D-094060-013 WA7-62D-095609-073 WC7-621-094060-913	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIRTY (30) DAYS NOTICE OF CANCELLATION.

RE: Project Number: US0022785.0951 | Project Description: The SS4A award will be used by the City of Olathe to develop a comprehensive safety action plan.

The City of Olathe are included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe KS 66051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017	CONTACT NAME: AJG Sevice Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequest@ajg.com FAX (A/C, No): 212-994-7074
INSURED WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11515

COVERAGES**CERTIFICATE NUMBER:** 355883802**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability CLAIMS-MADE		QPL0022630	11/1/2023	10/31/2024	Per Claim Aggregate \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**THIRTY (30) DAYS NOTICE OF CANCELLATION**

RE: Project Number: US0022785.0951 | Project Description: The SS4A award will be used by the City of Olathe to develop a comprehensive safety action plan.

CERTIFICATE HOLDER**CANCELLATION**City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe KS 66051

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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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Connecticut, Florida, Maryland, Nebraska, Oregon the premium charge is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1 % of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1 % of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-62D-094060-013

Effective Date

Premium \$

Waiver Of Subrogation (Blanket) Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-10	05/01/2023	05/01/2024	05/01/2023	93542000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-10	05/01/2023	05/01/2024	05/01/2023	93542000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code):

1 Penn Plaza, 2nd Floor

New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9835819-10	05/01/2023	05/01/2024	05/01/2023	93542000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA Group Holding Inc.

Address (including ZIP Code): 1 Penn Plaza, 2nd Floor, New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

EXHIBIT F
Certificate of Good Standing to Conduct Business in Kansas

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

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

Business ID: 2345361

Business Name: WSP USA INC.

Type: Foreign For-Profit Corporation

Jurisdiction: New York

was filed in this office on March 08, 1996, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day March 04, 2024.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE