

PROFESSIONAL SERVICES AGREEMENT

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

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

Briarwood Stormwater Improvements **Project No. 2-C-009-24**

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

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

SECTION I - DEFINITIONS

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

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

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

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

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

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

"Consultant Documents" means all documents required or reasonably implied by the

nature of the scope of services to be performed by Consultant hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

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

"Project" is as above described.

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

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

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

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

SECTION II - COMPENSATION

A. FEES & EXPENSES

1. Total Fee: City agrees to pay Consultant an amount not to exceed Four undred seventy-one thousand eight hundred dollars (\$471,800), 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.
2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Nineteen thousand four hundred ninety dollars (\$19,490) 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 October 2026.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant will perform the Professional Services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project as described below:

A. PRELIMINARY DESIGN PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B, D, and E**, attached hereto and incorporated by reference.
2. Preliminary Design Documents: Consultant will furnish City copies of the above preliminary design documents per the City of Olathe Technical Specifications and Design Criteria for Public Improvements, unless otherwise noted in **Exhibit B**.
3. Preliminary Cost Estimate: Consultant will furnish City an estimate of probable Construction Cost based on the preliminary design and at subsequent design review submittals as specifically requested by City. Consultant's estimate of probable Construction Cost is to be made based on Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry.
4. Budget: Consultant will immediately advise City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement as requested.
5. Permits and Right-of-Way: These Professional Services will include preparation of plans, exhibits and applications required for securing approvals, licenses, or permits from governmental or corporate agencies or authorities, and providing City with documents for right-of-way and/or easement acquisition necessary for the construction of the improvement, unless eminent domain proceedings are required to secure the right-of-way and/or easements. Consultant will comply with the conditions set out in the Land Acquisition Checklist for Consultant Projects as in **Exhibit D**. City will be responsible for acquiring the necessary Right-of-Way or Easements, unless otherwise agreed upon between City and Consultant. A property map of the areas needed to be acquired, and other necessary information related to such acquisition, will be provided by Consultant with copies of the preliminary construction plans to the Project Manager. It is recognized that such information cannot be provided for some tracts until the completion of the final construction plans. Consultant will also provide any necessary ownership and encumbrance (O&E) documents.

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B. FINAL DESIGN PHASE

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

C. BIDDING PHASE

1. Services: The Professional Services to be provided during this phase are set out in **Exhibit B**, attached hereto and incorporated by reference.
2. Bids Exceeding Cost Estimate: If all bids exceed Consultant's Final Cost Estimate,

Consultant, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. City has four (4) options if all bids exceed Consultant's estimate. City may: (1) give written approval of an increase in the Project cost up to a maximum of 7% above the authorized total; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost.

D. CONSTRUCTION PHASE

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

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

E. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Michael McKenna, P.E., PTOE. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. Subsurface Borings & Material Testing: If tests, additional to those provided for in **Exhibit B**, are required for design, Consultant will prepare specifications for the taking of the additional borings. Such subsurface borings and testing, as defined herein, will be provided by the City's contracted testing consultant or its subcontractors.
3. Utility Coordination: Consultant will comply with the conditions set out in the Utility Coordination Checklist as in **Exhibit E**. The services required of Consultant by this checklist are expected to usually occur during the Preliminary Design, Final Design, and Construction phases; however, Consultant's responsibilities under this checklist may sometimes occur at other times.
4. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
5. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under

this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.

6. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and deliverables.
7. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
8. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES

A. COMMUNICATION

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

B. ACCESS

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

C. DUTIES

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

D. PROGRAM AND BUDGET

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

E. ADMINISTRATIVE SERVICES

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

F. BOND FORMS

City will furnish all bond forms required for the Project.

G. PROJECT REPRESENTATIVE

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

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: Matthew Kapfer
100 E. Santa Fe
P.O. Box 768
Olathe, KS 66051-0768

Affinis Corp
Attn: Michael McKenna, P.E., PTOE
8900 Indian Creek Parkway
Suite 450
Overland Park, KS 66210

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

E. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend 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. 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.

M. 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.

N. 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**).

O. 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.

P. 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.

Q. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION

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

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

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

S. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed this ____ day of _____ 2024.

CITY OF OLATHE, KANSAS

By: _____
Mayor


ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

AFFINIS CORP

By: 

Michael McKenna, P.E., PTOE
Vice President
8900 Indian Creek Parkway
Suite 450
Overland Park, KS 66210

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EXHIBIT A
Description of Project & Map

Briarwood Stormwater Improvements
PN 2-C-009-24

The general project location is bounded by Indian Creek on the west, Sycamore Drive. on the north, 138th St. on the south, and Brougham Dr. on the east; and it is within the Indian Creek Watershed. A map illustrating the drainage area and existing storm sewer system is shown below.

EXHIBIT A – PROJECT LOCATION MAP



This project is anticipated to include replacing, upsizing, and improving a portion of the existing CMP storm sewer system to convey the 100-yr storm event without surcharge, to alleviate flooding in areas identified in the Preliminary Engineering Study (PES) for Briarwood Drainage Improvements, SMP Project No. IC-09-055, January 15, 2019.

The project will include survey of existing conditions, utility coordination, cost estimates, acquisition documentation (title reports, surveyed exhibits, easement documents) needed for any right-of-way or easements (if needed), traffic control, developing construction plans and specifications in accordance with City of Olathe Technical Specification and Design Criteria, coordination with utilities, assistance with bidding of the project for construction, and construction services.

Exhibit B: Basic Scope of Services

Briarwood Stormwater Improvements (PN 2-C-009-24)

I. Introduction

The basic scope of services (“scope”) for this project, identified as Exhibit B, for the Briarwood Stormwater Improvements (“project”) includes preliminary design, final design, construction documents, project bidding, and construction services.

The project includes the following general improvements:

- Improve existing corrugated metal pipe (CMP) between the Brougham Dr cul-de-sac and the outlet to Indian Creek between Briarwood Court and 138th Terrace. The improvements could include in-kind replacement with reinforced concrete pipe (RCP), upsized RCP, or upsized reinforced concrete box (RCB).
- A possible secondary storm sewer alignment along Locust Street, between Edinburgh Street and Sycamore Street may provide additional storm sewer capacity in the project area.
- A possible new detention basin at Tomahawk Elementary School.
- Address the street and building flooding in the project area by increasing the storm sewer system and inlet capture capacity to meet Johnson County Stormwater Management Program (SMP) design requirements.

The work tasks will be performed by Affinis Corp (“Consultant”) for the City of Olathe, Kansas.

II. General Design Requirements

The Consultant shall furnish and perform the various professional duties and services required for the construction of the project as outlined in this scope. All plan development stages shall be completed no later than the current project's schedule, exclusive of delays beyond the Consultant’s control.

The Consultant shall design the project in conformity with the most current version of the following criteria:

- City’s Design Criteria for Public Improvement Projects
- Johnson County stormwater management program (SMP) requirements.
- The current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the city.

The design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Right-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of these descriptions.

III. General Survey Requirements

Vertical Control: Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control: Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all section corners and quarter section corners within the project area and others used for project control must be located,

reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Bench Marks: Any Johnson County benchmarks, Johnson County horizontal control monuments and any section corner and quarter section corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

IV. Basic Scope of Services

The scope associated with this project is broken out by phase, task, and sub-task, and is described in detail below. Within each phase, all tasks will be completed by the Consultant or by a subconsultant of the Consultant, unless otherwise noted.

Phase 1: Preliminary Design

This phase involves the data collection and analysis for the development of preliminary plans. The following tasks are associated with Phase 1: Preliminary Design.

Task 1.1: Project Management and Coordination

This task involves project coordination through the entirety of the project (Phases 1-4) and includes the following elements:

- A. Project kickoff meeting (3 Affinis staff to attend).
- B. Develop detailed design schedule for the entire project and discuss at the project kickoff meeting. Provide schedule updates at project progress communications. Include at least the following benchmarks in the schedule:
 - 1. Survey complete.
 - 2. Concept layouts.
 - 3. Utility coordination meetings.
 - 4. Public involvement meetings.
 - 5. Agency permit applications submitted.
 - 6. Preliminary plans complete.
 - 7. Easement/Right-of-way documents to city.
 - 8. Final plans submitted for review.
 - 9. Project ready for bid.
- C. Prepare design memorandum to be reviewed and approved prior to development of preliminary plans.
- D. Prepare monthly project progress reports and invoices.

Task 1.2: Data Collection

- A. Survey Data Collection – Perform design and cadastral surveys as required to prepare plan and profile sheets in order to provide sufficient control, location, and land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for easement acquisition. All surveys and point coordinates for the project must tie into and be in the Kansas State Plane (North Zone). Cadastral surveys shall include locating the position of pertinent PLSS corners (including quarter and sixteenth corners) pertaining to the project and shall conform to the accuracy standards as set forth by the Kansas State Board of Technical Professions. All survey data must be provided to city in digital format allowing insertion into AutoCad environment using standard field book format (PNEZD comma delimited).

It is assumed that private property access will be granted so that field survey data can be collected. The Consultant will be responsible for notifying private property owners about field survey activities. Specific survey work items included in this scope is as follows:

1. Establish land corners, and horizontal and vertical control.
 2. Topographic survey including shots at pavement tie-in locations, back of curb, edge of pavement, pavement markings, storm sewer and sanitary sewer, fences, trees (species and size), landscape plantings, building corners, and other unique features in the project area to create project mapping.
 3. Field locate all utilities in the project areas.
 4. Survey existing visible property corners and include in mapping.
 5. Field locate irrigation systems that are visible.
 6. Prepare and submit to governmental agencies a certified land corner record for each section corner recovered and used on this project.
- B. Capture the inside of each existing storm structure in the project area using a 360-degree camera photo. One photo per structure will be provided to the city. (27 storm structures assumed)
- C. Ownership and abutting property information:
1. Secure plats.
 2. Obtain ownership information. The Consultant shall obtain ownership information from Johnson County's records. The Consultant will contract with a city approved title company for ownership information investigations and obtain full ownership and encumbrance reports for each property where easements are required by this project (ownership and encumbrance reports for 23 properties are assumed). The costs associated with ownership information investigations shall be included in the total compensation fee for this project.

- a. Provide spreadsheet related to ownership including:
 - (1) Owner Name.
 - (2) Address.
 - (3) Site Address.
 - (4) Easements.
 - (5) Square Footage.
 - a. Title information will be provided in electronic format..
3. Record drawings for previous projects in the vicinity of this project will be provided by the city.
- D. Prepare base map at a scale of 1:20 showing contours at 2-foot intervals, property lines, owner information, existing utility information (from locates), and visible features.
- E. Geotechnical Investigation – the Consultant shall contract with a city approved geotechnical subconsultant for subsurface investigations (i.e. soil properties and depth to bedrock) and foundation recommendations for the entire project. The costs associated with the work shall be paid by the Consultant to the geotechnical subconsultant. This cost shall be included in the total compensation fee as outlined in Exhibit C. Specific work tasks to be performed by the geotechnical subconsultant include:
 1. Four (4) boring locations within City of Olathe right-of-way that extend down to a depth of 15 feet or refusal, whichever comes first. Rock coring is not planned.
 2. Augers will be used to penetrate the pavement. Pavement coring is not planned.
 3. Traffic control for borings will consist of signs and cones. Use of a flagging crew is not planned nor budgeted.
 4. Soil samples will be taken using split-spoon sampling techniques at 2.5-foot intervals in the upper 10 feet followed by 5-foot intervals thereafter.
 5. Three borings on pavement are planned. Each boring will be backfilled with hand-mixed concrete and patched with a thickness of Aquaphalt equal to the thickness of the pavement. This technique will allow the roadway to be opened immediately after drilling.
 6. Auger cuttings will be removed from the site and disposed of offsite.
 7. The borings will be logged by a field engineer or field geologist.
 8. Laboratory testing will include moisture content and Atterberg limits.
 9. A report will be prepared by a professional engineer registered in the State of Kansas. The report will include a boring location plan; boring logs; results of the laboratory tests; trench backfilling recommendations, and considerations for temporary excavations.
- F. Flooding Questionnaire - It is assumed that the city will prepare the flooding questionnaire and provide it to Affinis. Affinis will mail the questionnaire to all address within the project area. Affinis will log and categorize the flooding questionnaires that were returned in the project area. It is assumed that a total of 200 questionnaires will be sent out. Complaints in proximity to one another will be noted and summarized. Discuss findings with the city.

Task 1.3: Storm Sewer System Design and Alternative Analysis

- A. Preliminarily design the storm sewer system to meet SMP design requirements with available survey data, minimize utility conflicts, and provide the desired capacity. The following three (3) alternatives will be evaluated:
 - 1. The alignment recommendations presented in the PES. This includes upsizing existing storm sewer between Brougham Drive and the outlet to Indian Creek, with new storm sewer at the Brougham Drive cul-de-sac. Replace CMP and deteriorated inlets in the project vicinity.
 - 2. New detention behind Tomahawk Elementary to decrease capacity needed, upsizing existing storm sewer between Brougham Drive and the outlet to Indian Creek, with new storm sewer at the Brougham Drive cul-de-sac. Replace CMP and deteriorated inlets in the project vicinity.
 - 3. New detention behind Tomahawk Elementary to decrease storm sewer capacity needed, new secondary storm alignment along Locust St from Tomahawk Elementary to S Edinburgh St, and new storm sewer at the Brougham Drive cul-de-sac. Replace CMP and deteriorated inlets in the project vicinity.
- B. Prepare a stormwater hydrologic and hydraulic model using PC-SWMM with sufficient detail to perform necessary detention calculations, calculate hydraulic gradelines in the storm sewer system, and confirm that the building and street flooding identified in the PES has been addressed to SMP design standards. Models will be developed for the following:
 - 1. Existing Conditions. Model will be calibrated with Stormwatch data.
 - 2. The three (3) alternatives listed above.
- C. Prepare concept layouts for each alternative sufficient to convey the intent of the design for discussion with SMP.
- D. Prepare preliminary cost estimates for the three (3) alternatives studied.
- E. Meet with SMP staff to discuss the project, the scope of the improvements, and the preliminary cost compared to the PES cost estimate. The intent of this meeting would be to confirm agreement with the selected alternative and the associated cost. (2 Affinis staff to attend this virtual meeting)

Task 1.4: Preliminary (30%) Plans

This task includes the preparation of preliminary check plans that include the following plan elements:

- A. Cover sheet.
- B. General notes and Legend.
- C. Survey references.

- D. Easement layout to include property lines and owner information, subdivision names, lots and sites address.
- E. Utility plan sheets.
- F. Plan and profile sheets:
 - 1. Plan scale = 1:20.
 - 2. Profile scale H = 1:20; V = 1:5.
 - 3. Property lines and owner information.
 - 4. Display location of existing utilities and underground facilities in the base map. Reference station location of existing utilities to the base line of the proposed improvements in the plan and profiles.
 - 5. Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.
 - 6. Preliminary permanent drainage easement and temporary construction easement limits.
- G. Detention basin layout (Horizontal only)
- H. Quality control review of office check plans.

Task 1.5: Preliminary Plans Opinion of Probable Construction Cost

This task includes the development of a preliminary opinion of probable construction cost (OPCC). This cost will be itemized by unit of work and including a 15% construction contingency.

Task 1.6: Field Check

Meeting for office check design: Following the city review of the preliminary plans, two (3) Affinis staff will attend one (1) field check review meeting with the appropriate city staff at the project site to review the preliminary plans.

Task 1.7: Easement Documents

- A. Describe easements necessary to complete project.
 - 1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word.
 - 2. Furnish an ownership and easement spreadsheet to include Owner Name; Owner Address; Site Address and proposed easements to include type and square footage.
 - 3. Prepare the city's easement documents/forms.

4. Maps and sketches as follows:
 - a. Prepare tract maps (23 tract maps assumed).
 - b. Plan and profile pages showing all proposed takings.
 - c. Individual drawings of takings for each ownership, including:
 - d. Title block, including a graphical scale and north arrow.
 - e. Ownership boundaries and information.
 - f. Existing landmarks items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc.).
 - g. Existing rights-of-way and easements.
 - h. Proposed takings identified with text and graphically.
 - i. Legend for taking type.
 - j. Legal description of all takings.
 5. Submit 8 1/2 x 11-inch exhibits and legal descriptions of each property required for easement acquisition to the city. Up to twenty-three (23) properties are included in the scope.
 6. Revise legal descriptions, tract maps and/or easement descriptions prior to acquisition and construction as requested by the city. Assume five (5) of the tracts change ownership.
- B. School Easement Meeting: Affinis staff will attend up to two (2) meeting with Tomahawk Elementary School. These will be scheduled by the city and attendance will be at the request of city.
- C. The Consultant shall contract with a city approved landscape architecture subconsultant for detention pond vegetation design and renderings. The costs associated with the work shall be paid by the Consultant to the landscape architecture subconsultant. This cost shall be included in the total compensation fee as outlined in Exhibit C. Specific work tasks to be performed by the landscape architecture subconsultant include:
1. Two (2) separate Detention Pond renderings for two meetings with Tomahawk School. Exhibits will consist of a color-rendered plan with plant images for reference.
 2. Attendance at one (1) meeting with Tomahawk School.

Task 1.8: Permitting and Approvals

Prepare the necessary applications, exhibits, drawings, and specifications for the city's execution and submittal. Permit fees for the permits identified above shall be paid for by the Consultant and the fee amount shall be included in the total compensation fee as outlined in Exhibit C. Permit fee amounts are based on our understanding of the permits required on this project. Permit fee amounts do not include costs associated with mitigation measures as required by a specific permit. Permit submittals assumed are as follows:

- A. Kansas Department of Health and Environment – NPDES Construction Permit Notice of Intent (NOI) and a Stormwater Pollution Prevention Plan (SWPPP) for the project. Two (2) hard copies of the SWPPP will be provided to the city.
- B. Olathe Land Disturbance Permit.
- C. SMP preliminary and final submittals.

Task 1.9: Utility Coordination

- A. Mapping Request: Request mapping and contact information for all utilities on the project site.
- B. Field Locates: Requesting the 811 locates and following up with locators and the utility companies to get locates completed during the topographic survey.
- C. Following the completion of the preliminary plans, this task includes the submittal of information, coordination with utilities, and tracking utility relocation progress throughout the duration of the project.
 - 1. Submit the preliminary plan information to utilities in the project area and coordination with utilities once the preliminary plan information has been reviewed. This would include correspondence and phone conversations with utilities.
 - 2. Tracking the progress of utility relocations and communicating this progress with the city.
 - 3. Preparation of a colored utility scroll to be used during coordination efforts.
- D. Utility Coordination Meetings: Meet with utility companies to coordinate relocations during project design. Seven (7) utility coordination meetings with Affinis staff are assumed in this task. These include three (3) joint utility meetings, one after conceptual layout, one after preliminary plans and another after final plans submittals. There will also be up to four (4) one-on-one meetings, scheduled as needed. This effort includes meeting preparation (including the necessary exhibits) and communication, attendance at meetings, and preparation and distribution of meeting minutes, as appropriate. These meetings are assumed to be virtual meetings.

Task 1.10: Public Information Meetings

- A. Prepare Exhibits: This task includes preparing exhibit(s) with aerial background to show project improvements.
- B. Attend three (3) public meetings: The first to present preliminary plans and explain the project to property owners in the project area, the second meeting is to discuss the final plans, and the third meeting is to introduce the contractor before construction begins. It is assumed that these meetings will be virtual and coordinated by the city. The city will prepare and send the meeting notifications to property owners.

Phase 2: Office Check Design

Following the completion of the Phase 1 elements, the city review process, and the field check review, Phase 2 involves the preparation of office plans. The following tasks are associated with Phase 2: Office Check Design.

Task 2.1: Office Check (60%) Plans

Prepare office check (60%) plans, incorporating all field check comments from city staff. At a minimum, the office check plans shall include all information from the preliminary plans plus the following detailed design additions:

- A. Update cover sheet, general notes and legend, and survey references.
- B. Summary of quantities.
- C. Property restoration schedule.
- D. Easement layout updates.
- E. Utility plan updates.
- F. Plan and profile sheet updates.
- G. Detention basin layout.
 - 1. Detention Basin Layout will include typical section, stations and offsets, elevations, and drainage arrows.
- H. Underdrain plans.
- I. Detention basin planting plan.
 - 1. Plans will follow best management practices as provide by the City and/or MARC.
- J. Intersection details (up to 3 intersections)
 - 1. Intersection details will include horizontal dimensions only.
- K. ADA ramp details (up to 5 ramps)
 - 1. ADA ramp details will include horizontal dimensions only.
- L. Driveway details – horizontal only.
- M. Erosion control plans and details.
- N. Traffic control plan including construction phasing (staging plan), Brougham Drive detour plan, and sidewalk detour.
- O. Pavement marking plan for Brougham Drive.

- P. Olathe Standard details.
- Q. Drainage area map and calculations.
- R. SMP project sign details.
- S. Quality control review and submittal of final plans, project manual, and final opinion of probable construction cost. No hard copies of the final plans or project manual will be provided.

Task 2.2: Preliminary Plans Opinion of Probable Construction Cost

This task includes the development of a preliminary opinion of probable construction cost (OPCC). This cost will be itemized by unit of work and including a 10% construction contingency.

Phase 3: Final Design

Following the completion of the Phase 2 elements, the city review process, Phase 3 involves the preparation of final plans and a project manual. The following tasks are associated with Phase 3: Final Design.

Task 3.1: Final (95%) Plans

Prepare final plans, incorporating all office check comments from city staff. At a minimum, the final plans shall include all information from the office check plans plus the following detailed design additions:

- A. Update cover sheet, general notes and legend, and survey references.
- B. Summary of quantities updates.
- C. Property restoration schedule updates.
- D. Easement layout updates.
- E. Utility plan updates.
- F. Plan and profile sheet updates.
- G. Detention basin layout updates.
- H. Underdrain plan updates.
- I. Detention basin planting plan.
 - 1. Final planting plan will be prepared for competitive bidding and will include notes and details. Specifications are not included.

J. Intersection details (up to 3 intersections)

1. Intersection details will include pavement dimensions, stations and offsets, curb return stations, elevations, curb type (wet/dry), drainage arrows, and grid of final surface elevations for major intersections and gutter control for minor intersections on critically flat slopes.

K. ADA ramp details (up to 5 ramps)

1. ADA ramp details will include ramp dimensions, stations and offsets, grades, and elevations.

L. Driveway details – full design.

M. Erosion control plans and detail updates.

N. Traffic control plan including construction phasing (staging plan), Brougham Drive detour plan, and sidewalk detour updates.

O. Pavement marking plan for Brougham Drive updates.

P. Olathe Standard details updates.

Q. Drainage area map and calculations.

R. SMP project sign details.

S. Quality control review and submittal of final plans, project manual, and final opinion of probable construction cost. No hard copies of the final plans or project manual will be provided.

Task 3.2: Project Manual

- A. Review the schedule of values (bid form), measurement and payment, and special conditions provided by the city and modify as needed to address specific elements of this project.
- B. Incorporate the front-end documents provided by the city into a single and complete project manual PDF.

Task 3.3: Final Opinion of Probable Construction Cost

Prepare and submit a final opinion of probable construction cost for the project along with the final plans to the city for review.

Task 3.4: Project Bid Plans

- A. After all comments from the city on the final plans are received, the final plans will be updated to address all remaining outstanding review comments. Signed and sealed bid plans will be prepared.

- B. Submit a PDF file of the complete set of signed and sealed bid plans and project manual. No hard copies of the bid plans or project manual will be provided. AutoCAD drawing files of the final plans will be supplied to the city upon request.

Phase 4: Bidding Services

Following the completion of the project bid plans (Phase 3), Phase 4 involves the project bidding process. The following task is associated with Phase 4: Bidding Services.

Task 4.1: Bidding Services

- A. Provide the city with the electronic information of the plans, specifications, and contract documents needed to bid the project.
- B. Respond to questions from contractors regarding the bid plans.
- C. Prepare up to two (2) written addenda to the bidding documents as required and or requested.
- D. Prepare for and attend pre-bid meeting (virtual meeting assumed)
- E. Prepare for and attend bid opening (in-person meeting assumed).
- F. Assist city in analyzing bids and making recommendations for award of the construction contract.

Phase 5: Construction Services

Following the completion of the project bidding (Phase 4), Phase 5 involves services provided during project construction. The following task is associated with Phase 5: Construction Services.

Task 5.1: General Construction Services

- A. Prepare for and attend a pre-construction conference with city representatives, the successful bidder, and utility companies (in-person meeting assumed).
- B. Provide plans for city and contractor. Assumed three (3) full size plans, ten (10) half size plans, and ten (10) project manuals.
- C. Be available for discussion and consultation during the construction phase, as needed by the city. Answer questions regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the bid plans. Construction observation services are not part of this contract.
- D. Review up to ten (10) shop drawings.
- E. Participate in final walk-through inspection.
- F. Prepare plan revisions as necessitated by conditions encountered in the field during construction.

- G. Provide city with a complete set of record drawings for the Project. The record drawings shall be provided as a digital copy. The city's construction representative shall provide the Consultant with documentation of plan revisions, field modifications, or information necessary to prepare the record drawings. The final record drawings will include
1. All change orders.
 2. Minor design changes.
 3. Changes made in the field by city representatives and are marked on the construction plan set.
 4. Submit updated PDF files of the revised sheets.

Phase 6: Optional Services

Depending on the alternative selected during the concept analysis, the following items in Phase 6 are optional services to be completed upon the direction of the city.

Task 6.1: Structural Design

A. Box culvert plans.

1. Analysis and design of four (4) reinforced concrete box culvert (RCB). Includes the structural calculations, design, and structural detailing.
2. RCB plans for Office Check Plan submittal. Structure plans and details to include structure geometry (wall and bottom and top slab thickness). RCB dimension and sizing. Reinforcement provided for 95% submittal.
3. RCB plans for Final Plan submittal. Structure plans and reinforcement details.
4. Quality control review of the calculations and details for each submittal.

B. Cast-in-place structure plans

1. Analysis and design of up to eleven (11) specially designed non-standard cast-in-place structures (junction boxes, area inlets, curb inlets) and an end section to accommodate the proposed RCB/adjacent culverts. Includes the structural calculations, design, and structural detailing.
2. Structure plans for Office Check Plan submittal. Structure plans and details to include structure geometry (wall and bottom and top slab thickness). Structure dimension and sizing. Reinforcement provided for 95% submittal.
3. Structure plans for Final Plan submittal. Structure plans and reinforcement details.
4. Quality control review of the calculations and details for each submittal.

Task 6.2: Easements

- A. Obtain additional ownership information for easements based on alternate alignment. The Consultant shall obtain ownership information from Johnson County's records. The Consultant will contract with a city approved title company for ownership information investigations and obtain full ownership and encumbrance reports for each property where easements are required by this project (ownership and encumbrance reports for 10 properties are assumed). The costs associated with ownership information investigations shall be included in the total compensation fee for this project.
- B. Describe easements for additional properties as required based on alternate alignment.
 - 1. Furnish legal descriptions sealed by an RLS licensed in the state of Kansas. Legal descriptions are also to be provided in a digital format compatible with Microsoft Word.
 - 2. Furnish an ownership and easement spreadsheet to include Owner Name; Owner Address; Site Address and proposed easements to include type and square footage.
 - 3. Prepare the city's easement documents/forms.
 - 4. Maps and sketches as follows:
 - a. Prepare tract maps (10 tract maps assumed).
 - b. Plan and profile pages showing all proposed takings.
 - c. Individual drawings of takings for each ownership, including:
 - d. Title block, including a graphical scale and north arrow.
 - e. Ownership boundaries and information.
 - f. Existing landmarks items protected or removed by the project (trees, buildings, fences, shrubs, landscape beds, etc.).
 - g. Existing rights-of-way and easements.
 - h. Proposed takings identified with text and graphically.
 - i. Legend for taking type.
 - j. Legal description of all takings.
 - 5. Submit 8 1/2 x 11-inch exhibits and legal descriptions of each property required for easement acquisition to the city. Up to ten (10) properties are included in this task.
- C. Affinis shall stake in the field the location of easements prior to acquisition and construction as requested by the city. Staking for up to five (5) properties has been included in the fee for the project. Additional staking shall be compensated as additional services.

- D. Individual Easement Meeting: Following the field check meeting, Affinis staff will attend up to five (5) individual property owner meetings to discuss project improvements and easements. These will be scheduled by the city and attendance will be at the request of city.

Task 6.3: Sanitary Sewer Repair

- A. Sanitary sewer relocation plans – adjust and protect sanitary sewer as necessary to accommodate storm sewer improvements, including the preparation of sanitary sewer relocation plans and submittal to city for review.
 - 1. Sanitary sewer plans for Office Check Plan submittal.
 - 2. Sanitary sewer plans for Final Plan submittal.
 - 3. Quality control review for each submittal.

V. Additional Services

Additional services would be items not included in the detailed scope above and could be added to the scope via a supplemental services contract.

VI. Schedule

Assuming notice to proceed with the project by March 1, 2024, the Consultant hereby agrees to submit Preliminary (30%) plans by June 2024. Office Check (60%) Plans will be submitted by November 2024. Final (95%) Plans will be submitted by March 2025. A more detailed project schedule will be provided at the project kickoff meeting.

EXHIBIT C - Fee and Rate Schedule


		Briarwood Stormwater Improvements											Date:	2/2/2024					
		PN 2-C-009-24											Client:	Olathe, KS					
		City of Olathe, Kansas											Project:	Briarwood Storm					
													Made By:	JLF/MEC					
		Principal	Project	Senior	Engineer I	Intern	Design	Utility	CADD	CADD	Land	Survey Crew	Survey Crew	Proj. Rel.	LABOR	LABOR	DIRECT EXPENSES &		TOTAL
			Manager I	Engineer II		Engineer II	Tech. II	Coordinator	Technician II	Technician I	Surveyor II	Member II	Member I	Support	HOURS	COSTS	REIMBURSABLES		FEE
Tasks		\$315.00	\$230.00	\$250.00	\$170.00	\$145.00	\$200.00	\$130.00	\$130.00	\$110.00	\$165.00	\$130.00	\$110.00	\$100.00			ITEM	COST	
	PHASE 1: PRELIMINARY DESIGN																		
1.1	Project Management and Coordination																		
A	Project kickoff meeting (3 coworkers attend)		2		2	3									7	\$ 1,235	Mileage	\$ 20	\$ 1,255
B	Design schedule		1		1										2	\$ 400			\$ 400
C	Design memorandum		2		4										6	\$ 1,140			\$ 1,140
D	Monthly progress reports and invoices		15											6	21	\$ 4,050			\$ 4,050
1.2	Data Collection																		
A	Survey data collection								8			160	160	16	344	\$ 41,040	Mileage	\$ 600.00	\$ 41,640
B	Structure photos (27 structures)								16				16		32	\$ 3,840	Mileage	\$ 60.00	\$ 3,900
C	Ownership and abutting property info (23 properties)								32		16				48	\$ 6,800	O&E Reports	\$ 7,400.00	\$ 14,200
D	Prepare base map								60		20	8			88	\$ 12,140	Mileage	\$ 60.00	\$ 12,200
E	Geotech sub-surface investigation (4 borings assumed)		2		4							4	4		14	\$ 2,100	Geotech Sub	\$ 6,900.00	\$ 9,000
F	Flooding Questionnaire		4		8	24								6	42	\$ 6,360	Postage	\$ 150	\$ 6,510
1.3	Storm Sewer System Design and Alternative Analysis																		
A	Preliminarily design storm sewer system		4		18	2	16			16					56	\$ 9,230			\$ 9,230
B	Concept Exhibits		4		12	2	8			8					34	\$ 5,730			\$ 5,730
C	H&H modeling		4		28	66									98	\$ 15,250			\$ 15,250
D	Preliminary cost estimate (3 alternatives)		3		12	6	5								26	\$ 4,600			\$ 4,600
E	SMP Meeting (Virtual with 2 staff)		2		4										6	\$ 1,140			\$ 1,140
1.4	Preliminary (30%) Plans																		
A	Cover sheet (1 sheet)		1				2			3					6	\$ 960			\$ 960
B	General notes and legend (1 sheet)		1		2					4					7	\$ 1,010			\$ 1,010
C	Survey references (3 sheets)		2				2			6					10	\$ 1,520			\$ 1,520
D	Easement layouts (8 sheets)		4		8		8			7					27	\$ 4,650			\$ 4,650
E	Utility plan sheets (8 sheets)		2		8		10			9					29	\$ 4,810			\$ 4,810
F	Plan and profile sheets (9 sheets)		9		40		40			40					129	\$ 21,270			\$ 21,270
G	Detention basin layout (2 sheets)		1		8		40			10					59	\$ 10,690			\$ 10,690
H	Quality control review of preliminary plans	4	2		4	6	8								24	\$ 4,870			\$ 4,870
1.5	Preliminary Plans Opinion of Probable Construction Cost		4		8	6	2								20	\$ 3,550			\$ 3,550
1.6	Field check meeting (3 coworkers)		4		4	6									14	\$ 2,470	Mileage	20	\$ 2,490
1.7	Easement Documents																		
A	Easement descriptions and tract maps (23 tract maps)								24		24				48	\$ 7,080			\$ 7,080
B	School easement meetings (2 in-person meetings)		4		6		8								18	\$ 3,540	Mileage	\$ 40	\$ 3,580
C	Detention basin renderings for school meetings		2		4										6	\$ 1,140	Landworks	\$ 3,930	\$ 5,070
1.8	Permitting and Approvals																		
A	KDHE Notice of Intent and SWPPP		2		4	8								1	15	\$ 2,400	Permit	\$ 60	\$ 2,460
B	Land Disturbance Permit		2		6										8	\$ 1,480			\$ 1,480
C	SMP preliminary and final submittals		4		12										16	\$ 2,960			\$ 2,960
1.9	Utility Coordination																		
A	Mapping Request							4							4	\$ 520			\$ 520
B	Field Locates							4							4	\$ 520			\$ 520
C	Utility coordination		4		8			80							92	\$ 12,680			\$ 12,680
D	Utility coordination meetings (7 virtual meetings)				7			21							28	\$ 3,920			\$ 3,920
1.10	Public Information Meetings																		
A	Exhibits				2		8								10	\$ 1,940	Drexel	\$ 200	\$ 2,140
B	Public Meetings (3 meetings)		8		4										12	\$ 2,520			\$ 2,520
	Reimbursables																Printing	\$ 55	\$ 55
																	Mileage		\$ -
	Subtotal Phase 1 - Hours	4	99	0	228	129	157	109	140	103	60	172	180	29	1410				
	Subtotal Phase 1 - Cost	\$ 1,260	\$ 22,770	\$ -	\$ 38,760	\$ 18,705	\$ 31,400	\$ 14,170	\$ 18,200	\$ 11,330	\$ 9,900	\$ 22,360	\$ 19,800	\$ 2,900		\$ 211,555		\$ 19,495	\$ 231,050

EXHIBIT C - Fee and Rate Schedule


		Briarwood Stormwater Improvements											Date:	2/2/2024					
		PN 2-C-009-24											Client:	Olathe, KS					
		City of Olathe, Kansas											Project:	Briarwood Storm					
													Made By:	JLF/MEC					
		Principal	Project	Senior	Engineer I	Intern	Design	Utility	CADD	CADD	Land	Survey Crew	Survey Crew	Proj. Rel.	LABOR	LABOR	DIRECT EXPENSES &		TOTAL
			Manager I	Engineer II		Engineer II	Tech. II	Coordinator	Technician II	Technician I	Surveyor II	Member II	Member I	Support	HOURS	COSTS	REIMBURSABLES		FEE
Tasks		\$315.00	\$230.00	\$250.00	\$170.00	\$145.00	\$200.00	\$130.00	\$130.00	\$110.00	\$165.00	\$130.00	\$110.00	\$100.00			ITEM	COST	
	PHASE 2: OFFICE CHECK DESIGN																		
2.1	Office Check (60%) Design																		
A	Updated cover sheet, gen notes/legend and survey ref		1							1					2	\$ 340			\$ 340
B	Summary of quantities		1		2					1					4	\$ 680			\$ 680
C	Property restoration schedule		1		2	8									11	\$ 1,730			\$ 1,730
D	Easement layout updates		1		4		4								9	\$ 1,710			\$ 1,710
E	Utility plan updates		1		4		4			6					15	\$ 2,370			\$ 2,370
F	Plan and profile sheet updates		8		20		30			24					82	\$ 13,880			\$ 13,880
G	Detention basin layout		2		4		20								26	\$ 5,140			\$ 5,140
H	Underdrain plan		2		12		20			30					64	\$ 9,800			\$ 9,800
I	Detention basin planting plan				4										4	\$ 680	Landworks	\$ 1,500	\$ 2,180
J	Intersection (up to 3)		2		4		2			6					14	\$ 2,200			\$ 2,200
K	ADA ramp details (up to 5)		2		6		2			6					16	\$ 2,540			\$ 2,540
L	Driveway details (up to 5 driveways)		2												2	\$ 460			\$ 460
M	Erosion control plans (8 sheets)		4			16	16			14					50	\$ 7,980			\$ 7,980
N	Traffic control plan and construction phasing		8							12					20	\$ 3,160			\$ 3,160
O	Pavement marking plans		1							4					5	\$ 670			\$ 670
P	Olathe standard details		2			8	4			20					34	\$ 4,620			\$ 4,620
Q	Drainage Area Map and Calculations		1		8		8								17	\$ 3,190			\$ 3,190
R	SMP Sign Detail				1					2					3	\$ 390			\$ 390
S	Quality control review and submittal	4	2		4	6	8							4	28	\$ 5,270			\$ 5,270
2.2	Office Check Opinion of Probable Construction Cost																		
A	Prepare office check OPCC		4		8	6									18	\$ 3,150			\$ 3,150
	Reimbursables																Printing	\$ 40	\$ 40
																	Mileage		\$ -
	Subtotal Phase 2 - Hours	4	45	0	83	44	118	0	0	126	0	0	0	4	424				
	Subtotal Phase 2 - Cost	\$ 1,260	\$ 10,350	\$ -	\$ 14,110	\$ 6,380	\$ 23,600	\$ -	\$ -	\$ 13,860	\$ -	\$ -	\$ -	\$ 400		\$ 69,960		\$ 1,540.00	\$ 71,500

EXHIBIT C - Fee and Rate Schedule


		Briarwood Stormwater Improvements										Date: 2/2/2024							
		PN 2-C-009-24										Client: Olathe, KS							
		City of Olathe, Kansas										Project: Briarwood Storm							
												Made By: JLF/MEC							
		Principal	Project	Senior	Engineer I	Intern	Design	Utility	CADD	CADD	Land	Survey Crew	Survey Crew	Proj. Rel.	LABOR	LABOR	DIRECT EXPENSES &		TOTAL
			Manager I	Engineer II		Engineer II	Tech. II	Coordinator	Technician II	Technician I	Surveyor II	Member II	Member I	Support	HOURS	COSTS	REIMBURSABLES		FEE
Tasks		\$315.00	\$230.00	\$250.00	\$170.00	\$145.00	\$200.00	\$130.00	\$130.00	\$110.00	\$165.00	\$130.00	\$110.00	\$100.00			ITEM	COST	
	PHASE 3: FINAL DESIGN																		
3.1	Final (95%) plans																		
A	Cover sheet, gen notes/legend and survey ref		1		1					1					3	\$ 510			\$ 510
B	Summary of quantities		2		2					1					5	\$ 910			\$ 910
C	Property restoration schedule		1		2	2									5	\$ 860			\$ 860
D	Easement layout		1		2		1			2					6	\$ 990			\$ 990
E	Utility plan		1		4		4			4					13	\$ 2,150			\$ 2,150
F	Plan and profile sheet		4		8		16			12					40	\$ 6,800			\$ 6,800
G	Detention basin layout		2		4		6			8					20	\$ 3,220			\$ 3,220
H	Underdrain plan		2		4		8			20					34	\$ 4,940			\$ 4,940
I	Detention basin planting plan				4										4	\$ 680	Landworks	\$ 4,140	\$ 4,820
J	Intersection (up to 3)		2		4		30								36	\$ 7,140			\$ 7,140
K	ADA ramp details (up to 5)		2		4		30								36	\$ 7,140			\$ 7,140
L	Driveway details – full design		1		2		20								23	\$ 4,570			\$ 4,570
M	Erosion control plans		2			4	2			10					18	\$ 2,540			\$ 2,540
N	Traffic control plan and construction phasing		4							6					10	\$ 1,580			\$ 1,580
O	Pavement marking plans		1							2					3	\$ 450			\$ 450
P	Olathe standard details		1							2					3	\$ 450			\$ 450
Q	Drainage Area Map and Calculations		1		4		4								9	\$ 1,710			\$ 1,710
R	SMP Sign Detail		1							1					2	\$ 340			\$ 340
S	Quality control review and submittal	4	2		4	6	8								24	\$ 4,870			\$ 4,870
3.2	Project Manual																		
A	Schedule of values, M&P, special conditions	1	16		8										25	\$ 5,355			\$ 5,355
A	Prepare project manual		4		8										12	\$ 2,280			\$ 2,280
3.3	Final Opinion of Probable Construction Cost																		
A	Prepare final OPCC		4		6	4									14	\$ 2,520			\$ 2,520
3.4	Project Bid Plans																		
A	Prepare bid plans		4		8		29								41	\$ 8,080			\$ 8,080
B	Submit bid plans and project manual		2		2										4	\$ 800			\$ 800
	Reimbursables																Printing	\$ 25	\$ 25
																	Mileage		\$ -
	Subtotal Phase 2 - Hours	5	61	0	81	16	158	0	0	69	0	0	0	0	390				
	Subtotal Phase 2 - Cost	\$ 1,575	\$ 14,030	\$ -	\$ 13,770	\$ 2,320	\$ 31,600	\$ -	\$ -	\$ 7,590	\$ -	\$ -	\$ -	\$ -		\$ 70,885		\$ 4,165.00	\$ 75,050
	PHASE 4: BIDDING SERVICES																		
4.1	Bidding Services																		
A	Electronic file transmittal				2		2								4	\$ 740			\$ 740
B	Respond to questions during the bid process		4		4										8	\$ 1,600			\$ 1,600
C	Prepare written addenda		4		12										16	\$ 2,960			\$ 2,960
D	Pre-bid meeting (virtual meeting)		4		4										8	\$ 1,600			\$ 1,600
E	Bid opening (in-person meeting)		4		4										8	\$ 1,600	Mileage	\$ 20	\$ 1,620
F	Assistance with analyzing bids		2		8										10	\$ 1,820			\$ 1,820
	Reimbursables																Printing	\$ 10	\$ 10
																	Mileage		\$ -
	Subtotal Phase 3 - Hours	0	18	0	34	0	2	0	0	0	0	0	0	0	54				
	Subtotal Phase 3 - Cost	\$ -	\$ 4,140	\$ -	\$ 5,780	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 10,320		\$ 30	\$ 10,350

EXHIBIT C - Fee and Rate Schedule


		Briarwood Stormwater Improvements											Date:	2/2/2024					
		PN 2-C-009-24											Client:	Olathe, KS					
		City of Olathe, Kansas											Project:	Briarwood Storm					
													Made By:	JLF/MEC					
		Principal	Project	Senior	Engineer I	Intern	Design	Utility	CADD	CADD	Land	Survey Crew	Survey Crew	Proj. Rel.	LABOR	LABOR	DIRECT EXPENSES &		TOTAL
			Manager I	Engineer II		Engineer II	Tech. II	Coordinator	Technician II	Technician I	Surveyor II	Member II	Member I	Support	HOURS	COSTS	REIMBURSABLES		FEE
Tasks		\$315.00	\$230.00	\$250.00	\$170.00	\$145.00	\$200.00	\$130.00	\$130.00	\$110.00	\$165.00	\$130.00	\$110.00	\$100.00			ITEM	COST	
	PHASE 5: CONSTRUCTION SERVICES																		
5.1	General Construction Services																		
A	Attend pre-construction conference (in-person meeting)		4		6										10	\$ 1,940	Mileage	\$ 20	\$ 1,960
B	Construction plan sets				4									2	6	\$ 880	Drexel	\$ 600	\$ 1,480
C	Construction consultation		40		60										100	\$ 19,400	Mileage	\$ 60	\$ 19,460
D	Review shop drawings (10 shop drawings)				8	20									28	\$ 4,260			\$ 4,260
E	Final walk-through inspection		4		6										10	\$ 1,940	Mileage	\$ 20	\$ 1,960
F	Plan revisions to address field conditions		4		8		16								28	\$ 5,480			\$ 5,480
G	Prepare record drawings (pdf only)		2		4	8									14	\$ 2,300			\$ 2,300
	Reimbursables																Printing		\$ -
																	Mileage		\$ -
	Subtotal Phase 4 - Hours	0	54	0	96	28	16	0	0	0	0	0	0	2	196				
	Subtotal Phase 4 - Cost	\$0	\$12,420	\$0	\$16,320	\$4,060	\$3,200	\$0	\$0	\$0	\$0	\$0	\$0	\$200		\$ 36,200		\$ 700	\$ 36,900
	PHASE 6: OPTIONAL SERVICES																		
6.1	Structural Design																		
A	Box culvert plans (4 box culvert)			30		68				54					152	\$ 23,300			\$ 23,300
B	Cast-in-place structure plans (11 structures)			77		120				86					283	\$ 46,110			\$ 46,110
1.4 G	Preliminary Plans Detention basin layout (Deduction)		-1		-8		-50								-59	\$ (11,590)			\$ (11,590)
1.7 C	Detention basin renderings for school meetings (Deduction)		-2		-4										-6	\$ (1,140)	Landworks	\$ (3,930)	\$ (5,070)
2.1 G	Office Check Plans - Detention basin layout (Deduction)		-2		-4		-20								-26	\$ (5,140)			\$ (5,140)
2.1 H	Office Check Plans - Underdrain plan (Deduction)		-2		-12		-40								-54	\$ (10,500)			\$ (10,500)
2.1 I	Detention basin planting plan				-4										-4	\$ (680)	Landworks	\$ (1,500)	\$ (2,180)
3.1 G	Final Plans - Detention basin layout (Deduction)		-2		-4		-10								-16	\$ (3,140)			\$ (3,140)
3.1 H	Final Plans - Underdrain plan (Deduction)		-2		-4		-20								-26	\$ (5,140)			\$ (5,140)
3.1 I	Detention basin planting plan				-4										-4	\$ (680)	Landworks	\$ (4,140)	\$ (4,820)
6.2	Easements																		
A	Ownership and abutting property info (10 properties)								8		4				12	\$ 1,700	O&E Reports	\$ 3,000.00	\$ 4,700
B	Easement descriptions and tract maps (10 tract maps)								16		16				32	\$ 4,720			\$ 4,720
C	Stake easement locations in field (5 properties)								4			8	8		20	\$ 2,440	Mileage	\$ 30.00	\$ 2,470
D	Individual easement meetings (5 in-person meetings)		10				5								15	\$ 3,300	Mileage	\$ 100	\$ 3,400
6.3	Sanitary Sewer Repair																		
A	Sanitary Sewer Plans	2	8		8		30								48	\$ 9,830			\$ 9,830
	Reimbursables																Printing		\$ -
																	Mileage		\$ -
	Subtotal Phase 5 - Hours	2	7	107	-36	188	-105	0	28	140	20	8	8	0	367				
	Subtotal Phase 5 - Cost	\$630	\$1,610	\$26,750	-\$6,120	\$27,260	-\$21,000	\$0	\$3,640	\$15,400	\$3,300	\$1,040	\$880	\$0		\$ 53,390		\$ (6,440)	\$ 46,950
	GRAND TOTAL HOURS	15	284	107	486	405	346	109	168	438	80	180	188	35	2841				
	GRAND TOTAL FEE	\$4,725	\$65,320	\$26,750	\$82,620	\$58,725	\$69,200	\$14,170	\$21,840	\$48,180	\$13,200	\$23,400	\$20,680	\$3,500		\$452,310		\$19,490	\$471,800

EXHIBIT D

LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

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

___ Determine what types of easements are required for each tract:

i.e. Street Dedication; Permanent Street Easement; Temporary Construction Easement; Permanent Utility Easement; Permanent Drainage Easement; Permanent Sanitary Sewer Easement; Permanent Waterline Easement; Permanent Sidewalk & Utility Easement; Permanent Wall Easement; Permanent Bike Trail, Utility & Recreational Easement.

___ REQUIRED INFORMATION:

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

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

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

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

____ Appropriate easement document in Word (sometimes referred to as "front end" document). PDF's are available on the City's website (<http://www.olatheks.org/government/public-works/dedications-easements>). Word copies can be obtained by contacting the Olathe Public Works Department Project Manager.

____ Submit Documents to Public Works staff in electronic format:

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

- Word copy of easement ("front end") document
- O&E title report
- Last deed of record

EXHIBIT E

Utility Coordination

Olathe CIP projects

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

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

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

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

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

- ☐ **Design Firm/Surveyor call in locates early in the project design phases**
 - Note – often utilities will be labeled clear or fail to mark lines as part of a design ticket. Non-response tickets may be required. Additional issues shall be reported to the City for assistance.
- ☐ **Project notice to utilities as soon as utilities in the project footprint have been identified (notify all utilities listed on KS One Call tickets)**
 - Describe project improvements
 - Request detailed existing mapping
 - Request documentation of any private easements and claims for reimbursement
 - Provide a general schedule and include a response by date
 - Copy Project Manager and Utility Coordinator
- ☐ **Survey locates (as much detail as possible) once all utilities have been marked as per locate requests**
 - Survey locate marks by provider
 - Survey utility boxes, vaults, and other structures (make note of provider)
 - Make note of overhead infrastructure in addition to each power pole.
 - Transformers, COM attachers, power or COM risers, guy wires, etc.
- ☐ **Incorporate survey into project plans for 30% submittal**

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

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

- Some providers may only be labeled by CATV and will require further coordination to confirm ownership of lines.
- Review existing mapping to help identify any lines or other infrastructure that may have been missed during locates and survey.
- Utility lines shall NOT be added to project plans based on mapping or as-built info only.
- Utilize utility information obtained to minimize utility impacts when possible during project design.

□ **Project design firm to generate a master utility plan (may not apply to all projects)**

- Utilities labeled by provider and in applicable colors.
- Denote utilities that are to be abandoned or vacated.
- Recommend alternate routes to avoid points of conflict such as proposed storm crossing or conflicts with other utility relocations when possible.
- Continue to update sheets as utility relocate plans are received.

□ **Conflict analysis based on survey, mapping, and other info**

- X-Y locations that may be impacted by Z axis improvements (pothole recommendations)
 - Consider not only project improvements but also constructability.
 - Over dig for walls, storm sewers, etc.
 - Additional depth for rock
 - *Potholing is the responsibility of each individual utility*
 - The City's project team may elect to also pothole private utilities when it is determined beneficial to the project.
- The project design firm shall make a list of potential conflict points for discussion at the utility meetings. (Individual utility companies should also be doing the same)
 - When making a list, keep in mind utility locates are not always accurate so infrastructure near proposed improvements may need to be added to the list for discussion (share this list for comment by the City).

□ **Project design firm to help prioritize location of utilities when overlapping potential relocate paths are identified (ongoing throughout project).**

- Identify opportunities for joint trenches when possible or in tight areas of the project.

□ **Design Firm to notify all parties when project plans change (ongoing throughout project).**

- Reevaluate/conflict analysis in areas of change

□ **Pre-utility meeting – “plan of attack discussion” prior to utility meeting #1 (city and design team)**

- What is the utility due date?
- What are the utility schedule milestones?
 - Start to develop overall utility schedule.
- Are there project pinch points?
- Identify any utilities claiming private easement/ reimbursement.
- Is there project phasing that should be prioritized by utilities too?
- How are utility meetings to be setup for the project? Joint meetings then individual?
- Other?

- ❑ **Utility Meeting #1 around 30% plan submittal**
 - Schedule
 - Request any existing mapping or private easement information not yet collected.
 - Early project overview and potential opportunity to adjust project improvements around utilities.
 - Distribute meeting minutes.
- ❑ **Individual Meetings ongoing as needed**
 - Schedule
 - Overall review of any likely points of conflict or other concern.
 - Discussion of where/how utilities will relocate.
 - *Example: if a proposed relocate is navigating storm sewers and grade cuts, is there a different path to simplify the relocate and setup the project for success?*
 - Distribute meeting minutes.
- ❑ **Utility Meeting #2 before 60% plans**
 - Schedule
 - Discussing progression of relocate plans
 - Distribute meeting minutes.
- ❑ **Utility providers to generate relocate plans on a timeframe agreed upon during coordination meetings.**
 - The design firm and City shall review relocate plans.
 - Consider including relocate plans in master utility plans
 - The design firm will gather any comments and respond accordingly to the utility.
 - Further review of revisions shall continue until the project team has no additional comments to relocate plans.
 - The design firm will incorporate relocate plans in to project plans and master utility plan sheets.

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

- ❑ **Utility Company and/or contractor to obtain a ROW permit prior to starting.**
 - The city will review the permit to confirm it matches previously reviewed relocate plans.
- ❑ **Utility Coordinator will check on utility construction, progress, and compliance with relocate plans.**
- ❑ **Utility Coordinator to look for potential oversights or other points of conflict not covered in the relocate plans.**
 - Minor issues may be addressed in the field by the City Utility Coordinator.
 - The City Utility Coordinator will reengage the project team and utility provider with any issues found requiring additional coordination.
- ❑ **Utility Coordinator to provide design firm and PM periodic updates on progress.**

EXHIBIT E.1

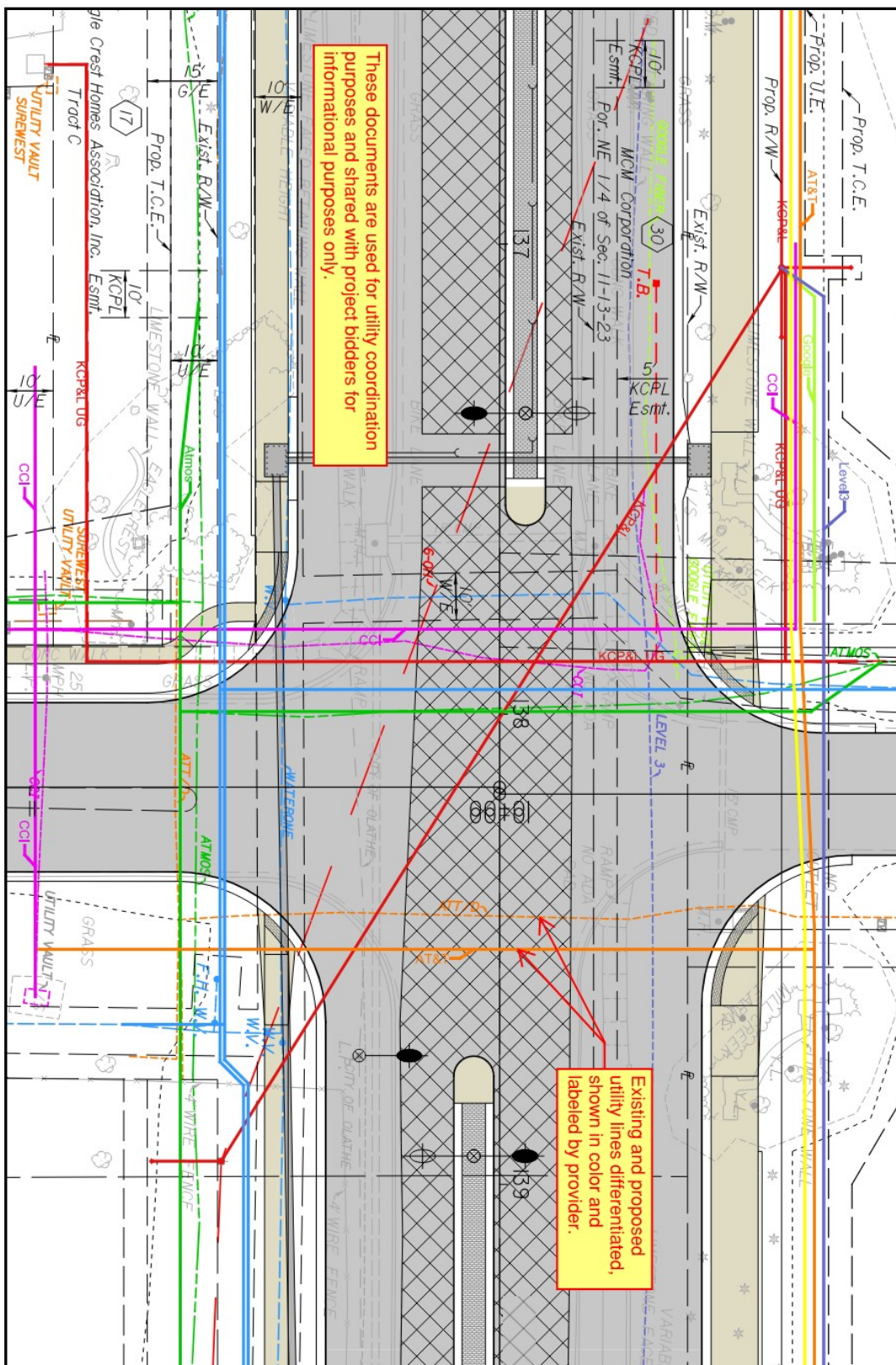


EXHIBIT F

CITY OF OLATHE INSURANCE REQUIREMENTS

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

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

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; 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 G
Certificate of Insurance

(The rest of this page is intentionally blank, see next page for actual Certificate of Insurance)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 816-857-7820 E-MAIL ADDRESS: mwilks@holmesmurphy.com	FAX (A/C, No):
INSURED Affinis Corp. 8900 Indian Creek Parkway, Suite 450 Overland Park, KS 66210	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of America INSURER B: Travelers Property Casualty Co. America INSURER C: Travelers Casualty & Surety Company INSURER D: XL Specialty Insurance INSURER E: Charter Oak Fire Insurance Company INSURER F:	NAIC # 25666 25674 19038 37885 25615

COVERAGES**CERTIFICATE NUMBER:** 1972781003**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
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6805G548660	1/22/2024	1/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA3R814633	1/22/2024	1/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP5G552071	1/22/2024	1/22/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB0N43901A	1/22/2024	1/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made			DPR5022938	1/22/2024	1/22/2025	Per Claim 3,000,000 Annual Aggregate 3,000,000

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

Project Reference: Briarwood Stormwater Improvements, Project No. 2-C-009-24

Additional Insured only if required by written contract with respect to General Liability and Automobile Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Olathe, Kansas

The policies listed above include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 768
Olathe KS 66051-0768
USA

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

Kari Coolidge

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STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

EXHIBIT H
Certificate of Good Standing to Conduct Business in Kansas

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

Business Entity ID Number: 2966885

Entity Name: AFFINIS CORP.

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

was filed in this office on January 04, 2001, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 03, 2024

A handwritten signature in cursive script, reading "Scott Schwab", is written over a horizontal line.

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1291142 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.