

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

K-7 Highway Arterial Mill & Overlay Project  
Harold Street to Loula Street  
3-P-001-25

167<sup>th</sup> Street Improvements Project  
Hedge Lane to I-35 Highway  
3-P-004-25

Clare Road Arterial Mill & Overlay Project  
114<sup>th</sup> Street to College Boulevard  
3-P-005-25

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

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

### **SECTION I - DEFINITIONS**

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

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

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

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

"Construction Cost" means and includes but is not limited to the cost of the entire

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

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

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

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

"Project" is as above described.

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

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

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

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

## **SECTION II - COMPENSATION**

### **A. FEES & EXPENSES**

1. Total Fee: City agrees to pay Consultant an amount not to exceed Four Hundred Forty Five Thousand, Two Hundred Seventy Five Dollars (\$445,275), including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit B** attached hereto and incorporated by reference, and will be billed by Consultant using hourly rates and equipment charges as set forth in **Exhibit C** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

Payment to Consultant will not exceed the following percentages in each phase of the Project without prior written consent of City

2. Reimbursable Expenses: Consultant will be reimbursed at the actual cost, not to exceed a total expense of Sixty One Thousand, Six Hundred Eighty Five Dollars (\$61,685) 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 January 30, 2025.

### **SECTION III - RESPONSIBILITIES OF CONSULTANT**

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

#### **A. PRELIMINARY DESIGN PHASE**

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

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

**B. FINAL DESIGN PHASE**

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

**C. BIDDING PHASE**

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

**D. CONSTRUCTION PHASE**

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

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

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

#### **E. GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: Consultant will assign only qualified personnel to perform any service concerning the Project as identified in Consultant's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: Gretchen Ivy, HNTB. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.
2. 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.
3. 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.

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

#### **SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES**

##### **A. COMMUNICATION**

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

##### **B. ACCESS**

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

**C. DUTIES**

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

**D. PROGRAM AND BUDGET**

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

**E. ADMINISTRATIVE SERVICES**

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

**F. BOND FORMS**

City will furnish all bond forms required for the Project.

**G. PROJECT REPRESENTATIVE**

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

**H. RIGHT TO RELY**

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

**SECTION V - GENERAL PROVISIONS**

**A. TERMINATION**

1. Notice: City reserves the right to terminate this Agreement for either cause (due to

Consultant's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Consultant, by providing fifteen (15) days' written notice of such termination to Consultant. Upon receipt of such notice from City, Consultant will, at City's option as contained in the notice: (1) immediately cease all Professional Services; (2) provide a cure or submit a plan for cure in the case of City's notice for cause; or (3) meet with City and, subject to City's approval, determine what Professional Services will be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of City. Consultant will also provide to City copies of all drawings and documents completed or partially completed at the date of termination for which Consultant has been fully paid. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Consultant must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Consultant. In no event may Consultant terminate the contract solely for its convenience without cause.

Address for Notice:

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

HNTB CORPORATION  
Attn: Zach Jarchow  
6300 Sprint Parkway, Suite 300  
Overland Park, KS 66211

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Consultant.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made

available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

## **B. DISPUTE RESOLUTION**

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

## **C. OWNERSHIP OF CONSULTANT DOCUMENTS**

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

## **D. INSURANCE**

1. General: Consultant will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit F (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Consultant will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit G – Certificate of Insurance**). Consultant is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Consultant will require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. Consultant agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days

prior to allowing the subcontractor to perform any services on this Project. Consultant agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

#### **E. INDEMNITY**

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

#### **F. AFFIRMATIVE ACTION/OTHER LAWS**

1. Kansas Act Against Discrimination: During the performance of this Agreement, Consultant agrees that:

- a. Consultant will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, gender, disability, national origin, ancestry, or age;
  - b. in all solicitations or advertisements for employees, Consultant will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Consultant fails to comply with the way Consultant reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by City without penalty;
  - d. if Consultant is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Consultant will be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
  - e. Consultant will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract entered into by City with Consultant if (a) Consultant employs fewer than four (4) employees during the term of such contract; or (b) Consultant's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.
  3. Kansas Age Discrimination in Employment Act: Consultant further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
  4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

#### **G. ENTIRE AGREEMENT**

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

#### **H. APPLICABLE LAW, JURISDICTION, AND VENUE**

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

#### **I. NO THIRD-PARTY BENEFICIARIES**

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

#### **J. INDEPENDENT CONTRACTOR**

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

#### **K. DELIVERABLES**

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

#### **L. 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.]***

**R. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Mayor


ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or Deputy/Assistant City Attorney

**HNTB CORPORATION**

By: \_\_\_\_\_  
Gretchen Ivy, Vice President  
6300 Sprint Parkway, Suite 300  
Overland Park, KS 66211

**TABLE OF CONTENTS  
OF EXHIBITS**

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

**EXHIBIT A**  
**Description of Project & Map**

## Description of Project & Map

## Exhibit A

**2025 Street Preservation Projects Arterial Mill & Overlay (3-P-001-25 & 3-P-004-25 & 3-P-005-25):** This overall project is part of and funded by the 2025 Olathe Street Preservation Program. This contract will provide engineering and design services. It consists of three separate project locations included in two sets of construction plans:

- K-7 Highway Arterial Mill & Overlay Project (Harold Street to Loula Street) – 3-P-001-25
- 167<sup>th</sup> Street Improvements Project (Hedge Lane to I-35 Highway)– 3-P-004-25
- Clare Road Arterial Mill & Overlay Project (114<sup>th</sup> Street to College Boulevard) – 3-P-005-25

Most of the work for the arterial mill & overlay projects will include asphalt overlay and crack and base repair, field identifying curb, and sidewalk replacement needed, and the evaluation and replacement of any ADA ramps that do not meet current standards. Other design elements include design for an 8' wide shared use path along portions of K-7 Highway and portions of Clare Road, replacement of signal detection infrastructure within the project limits, replacement of a signal pole at K-7 and Loula, replacement of median brick pavers with grasses and trees at two K-7 medians, and evaluation and potentially the removal of a median slotted drain along K-7. 167<sup>th</sup> Street will construct a full depth roadway section with asphalt pavement, sidewalks, curb and gutter, curb inlets and lighting.

Design services will include field walkthroughs, survey of existing conditions, utility coordination, developing construction plans in accordance with Olathe design standards and specifications, cost estimates, assistance with bidding of projects for construction and assistance during construction as defined in Exhibit B. Specific limits for each project location are shown on the maps below.

- K-7 Highway (Harold Street to Loula Street) - - 1.25 miles



Project  
Limits



- 167<sup>th</sup> Street (Hedge Lane to I-35 Highway)– 0.25 miles



- Clare Road (114<sup>th</sup> Street to College Boulevard) – 0.50 miles



**EXHIBIT B**  
**Scope of Services**

**2025 Street Preservation Projects (3-P-001-25, 3-P-004-25 & 3-P-005-25):** HNTB's scope of services includes Preparing Preliminary Design Plans, Utility Relocation Coordination, Final Plan Preparation (2 plan set), Bidding Services Assistance, and Construction Engineering Services Assistance. In addition to HNTB's services, Kaw Valley Engineering, Inc. will provide applicable survey services. HNTB and Kaw Valley's scope of services are detailed in the following scope and fee documents. The following assumptions apply to this project's Scope of Services:

**K-7 Highway Arterial Mill & Overlay Project (Harold Street to Loula Street) – 3-P-001-25**

This project includes approximately 1.25 miles of 3.5-inch mill and overlay, crack and subgrade repair, concrete curb and gutter replacement, sidewalk and ADA sidewalk ramp replacement, new pavement markings and traffic detection loops. Additionally, this project will include design of relocated signal pole at the north-west of the intersection with Loula, design of 8' wide shared use path between Loula and Spruce which will require ditch-regrading near Spruce. Final design of shared use path is included in the base scope of services. Additional assumptions include:

- KDOT Funding through City Connecting Link Improvement Program (CCLIP) will be obtained by the City of Olathe. HNTB will attend additional Field Check and Office Check meetings required by the Bureau of Local Projects (BLP) process.
- There will be no modification to the slotted drain in the K-7 median. The slotted drain will be left in place and sawcut around as shown in typical section details to be developed by HNTB as part of project scope.
- Shared-use path on the east side of K-7 from Loula to Spruce.
- There will be no improvements or replacements of drainage structures other than inlet top replacements.
- It is assumed that no locations will require construction of Sidewalk and Retaining Wall per City of Olathe standard details.
- It is assumed no tracts require easements.
- Earthwork will not be quantified and calculated. Grading limits will be evaluated due to the slope of existing terrain to determine verify utility impacts, sodding limits and temporary construction limits.

**167th Street Improvements Project (Hedge Lane to I-35 Highway)– 3-P-004-25**

This project includes approximately 0.5 mile of new collector pavement full depth roadway construction with curb & gutter, sidewalk on the south side of 167<sup>th</sup> Street, stormsewer, and lighting. Additional assumptions include:

- The project will be constructed in KDOT right-of-way but will not include federal or state funding. HNTB will attend additional Field Check and Office Check meetings required by the Bureau of Local Projects (BLP) process, as well as an initial meeting to coordinate the construction scope of the project with KDOT.
- It is assumed no approach slabs will be constructed.
- It is assumed all roadside protection will be guardrail, but there will need to be design for a concrete safety barrier transition on the east side of the bridge.
- It is assumed no guardrail will be impacted or modified on the west side of the bridge.
- It is assumed there will be no work, including rehabilitation work, to the I-35 bridge.

- It is assumed that no locations will require construction of Sidewalk and Retaining Wall per City of Olathe standard details.
- It is assumed that the project will be completely closed to traffic during construction and therefore no maintenance of traffic sheets will be created other than a detour sheet.
- It is assumed the Hedge Lane Benefit district project will be completed prior to construction.
- No tracts are expected to require easements.
- Impacts to Olathe Sanitary will be adjustment of manhole tops only, no relocation.

### **Clare Road Arterial Mill & Overlay Project (114th Street to College Boulevard) – 3-P-005-25**

This project includes approximately 0.5 miles of 2-inch mill and overlay, crack and subgrade repair, concrete curb and gutter replacement, sidewalk and ADA sidewalk ramp replacement, new pavement markings and traffic detection loops. It's assumed that no proposed easements or Public Street Dedications will be required. Additional assumptions include:

- It is assumed no tracts require easements.
- Project will be bid in combination with Mill & Overlay of Valley Parkway, with a separate plan set as prepared by Trekk.
- Project limit is at the end of the curb and gutter section south of 114<sup>th</sup> Street and there will be no work along the shouldered section maintained by Johnson County.
- There will be no design or installation of RRFBs.

### **Overall Scope Assumptions**

- The City will provide AIMS mapping and aerial photography
- It is assumed that this project will include preparation of one bid plan sets for K-7 and 167<sup>th</sup> Street and a separate planset for Clare.
- Design Criteria - Improvements developed will be designed in conformity with the appropriate City of Olathe, State and Federal design criteria as set forth in the current versions of the standard design documents. Exceptions will be noted and clearly communicated to the City of Olathe.
- Design Surveys - HNTB will contract with Kaw Valley Engineering (KVE) for surveying services. KVE will perform field surveys including establishing horizontal and vertical control, benchmarks, field located utilities, and full topography survey encompassing the areas needed for shoulder widening on Ridgeview and shared use path design on both the Ridgeview Rd and Sheridan St projects. See KVE's attached Scope Services for additional details and assumptions.
- Entrance and ADA ramp replacement will be shown in plan view and no vertical design will be provided in the plans. KDOT requirements for slope details will be satisfied by standard details.
- Right-of-Way - Kaw Valley Engineering will provide existing right-of-way and ownership and encumbrance reports as outlined in their attached scope of services. KVE will prepare legal descriptions and HNTB will prepare front end documents and tract map exhibits, combine and submit all applicable acquisition documents to the City of Olathe. HNTB will not be involved with direct land acquisition or appraisal proceedings as part of this contract. Olathe will handle the appraisals and acquisition process with only minor coordination assistance by HNTB.
- It is assumed that there will be no City waterline or sanitary sewer relocation included with this project with the exception of sanitary manhole adjustments.

## Scope of Services

## Exhibit B

- Base contract assumes no permitting services (including KDHE NOI or SWPPP) are required for K-7 or Clare Road.
- Erosion and Sediment Control design is limited to general notes and standard details. No design is provided for erosion and sediment control for K-7 and Clare Road.
- Geotechnical – No geotechnical investigations or recommendations are part of the project.
  - The City shall provide pavement and subgrade design assuming Olathe standard details.
  - It is assumed that there will be no retaining walls.
  - No underdrain will be installed with this project.
- Utility Coordination
  - HNTB will coordinate utility relocations for the project.
  - HNTB will provide plan drawings to utility companies and will provide coordination services as outlined in the scope of services.
  - Utility relocation plans will be developed by utility companies.
  - HNTB will not design any utility relocations such as gas, phone, power, etc. under this agreement.
  - Field Monitoring of utility relocations is not included in this scope and fee. It is assumed that the City will perform this monitoring.
  - The City will contract separately for any potholes that are necessary or they will be completed by utility owners with the exception of pothole for signal at K-7.
- No Public Involvement/Stakeholder Engagement is included in this scope.
- The City of Olathe will provide a field implementation of any new signal timings.
- Traffic Control and Sequencing design is limited to general notes and City of Olathe standard details. No design is provided for phased construction with the exception of Detour Sheets for 167th.
- Fencing/Private Features/ROW Acquisition – Fencing plans are not included in the construction plans other than potential replacement notes on the plan sheets. Disturbance to existing monuments (HOA or otherwise) and other private landscape features will be compensated during the acquisition process and will not require design effort by HNTB.
- No aesthetics or landscaping design is assumed for this project with the exception of the K-7 medians.
- Cost Estimates - If all bids exceed HNTB's final cost estimate, and the City of Olathe chooses to revise the project scope or specifications, or both, as necessary to reduce the construction cost, then HNTB and the City of Olathe shall mutually agree in writing to the amount of any adjustments to the total fee and/or schedule required as a result of such revisions.
- Construction staking, construction observation or administration are not included in this scope of services.

## Deliverables

The following Deliverables will be developed:

- Field Check Plans and Cost Estimates, two sets for all three project areas in two sets
- Right-of-Way Documents for Clare Road
- Final Plans and Specs, and Cost Estimates for Bidding for all three project areas in two sets

### Schedule

- Assumed Notice to Proceed (NTP) – May 10, 2024
- Field Check Plans – August 16, 2024
- Final Plans – October 25, 2024
- Bid Plans – December 15th, 2024
- Advertisement – January 10th, 2025 (To be refined per City overall bid schedule)

The above schedule shall be adjusted based on the City's desired advertisement dates, right-of-way and/or utility relocations. If changes are encountered during design the schedule will be updated accordingly.

**EXHIBIT B - Scope of Services: 3-P-001-25, 3-P-004-25 & 3-P-005-25**

2025 Street Preservation Program Arterial Mill & Overlay 4/18/2024		Project Manager	Senior Technical Advisor	Project Engineer	Engineer I	Technician	Total	Total Costs
Item of Work								
<b>3-P-001-25 - K-7 Highway Arterial Mill &amp; Overlay Project (Harold Street to Loula Street)</b>		\$210	\$240	\$170	\$120	\$135		
1.1	<b>Data Collection and Utility Coordination</b>							
1.1,1	Survey planning, Kaw Valley coordination	3		4		4	11	\$ 1,850
1.1,2	Request and assemble as-builts and AMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping combined with survey and drone flight data	4		10		12	26	\$ 4,160
1.1,3	Drone flight planning, drone flights and data processing for obtaining low level aerial showing field walkthru	1		4	10	4	19	\$ 2,830
1.1,4	Contact Utility Companies and Request Existing Facility Maps			6		4	10	\$ 1,560
1.1,5	Distribute Plans to Utilities at Field Check			1			1	\$ 170
1.1,6	Meet with Individual Utility Owners on Site or via Microsoft Teams (assume 7 meetings @ 1 hrs each plus prep time and minutes) (assumes only minor relocation of above ground facilities)	14		14			28	\$ 5,320
1.1,7	General Coordination with Utilities during project relocation design phases (Phone Calls, Internal Meetings, Correspondence Documentation, etc.)	8		8			16	\$ 3,040
1.1,8	Review Proposed Utility Relocation Plans for compatibility with proposed project improvements (assumes only minor relocation of above ground facilities only in conjunction with 8' shared use construction on east side of K-7, and relocations associated with signal at K-7 and Loula)	1		4	8		13	\$ 1,850
1.1,9	General coordination with Utilities during Relocation Phase (assumes City will monitor utility relocation starts, progress, and locations and HNTB will only respond to questions as needed)	1		8			9	\$ 1,570
	<b>Data Collection and Utility Coordination</b>	<b>32</b>		<b>59</b>	<b>18</b>	<b>24</b>	<b>133</b>	<b>\$ 22,150</b>
1.2	<b>Preliminary Design</b>							
1.2,1	Perform field walk thru (approx. 1.25 miles) with city staff to determine replacement locations of pavement, curb, driveways, sidewalk, ADA ramp, and other items of work and process data	10		10	20		40	\$ 6,200
1.2,2	Create Title Sheet (common with 167th), General Notes (common with 167th), Survey Reference Sheet, Alignment Detail Sheet	1		2	2	10	15	\$ 2,140
1.2,3	Develop typical sections for mill and overlay, median modification, preservation of existing median slotted drain, and shared-use path grading (assumes 3.5-inch Mill & Overlay in concrete and 2-inch overlay in asphalt)	1		6	12	12	31	\$ 4,290
1.2,4	Develop horizontal and vertical geometry for 8' shared use path design east side of K-7 from Loula to Spruce, Shared use path design conveyed on typical sections with plan notes with cross sections only for 300' in the vicinity of Spruce, Develop modeling template, surface model, and grading/construction limits for approx. 300' of shared use path south of Spruce,	8		4	16	8	36	\$ 5,360
1.2,5	Develop plan and quantity sheets (plan scale 1"=30') for street rehabilitation	2		8	16		26	\$ 3,700
1.2,6	Design and Detail median Landscaping to replace brick pavers with grass and trees and install underdrains (Assumes 1 median, north of K-7, 240' total length)	10		20	40	50	120	\$ 17,050
1.2,7	Preliminary pavement marking and signing sheets	2		4	8	8	22	\$ 3,140
1.2,8	Preliminary pavement marking and signing sheets	2		6	12	12	32	\$ 4,500
1.2,9	Preliminary Traffic Signal modifications (Loula) and loop replacement sheets (Loula, Santa Fe, Spruce, Harold)	2	24	7		8	41	\$ 8,450
1.2,10	Traffic Signal QA/QC, Quantities and Engineer's Estimate for Construction	2	4				6	\$ 1,380
1.2,11	Preliminary Roadway Quantities and Cost Estimate	2	1	16	40	6	65	\$ 8,990
1.2,12	Milestone Plan Review and Quality Assurance	4	4	4			12	\$ 2,480
1.2,13	Prepare electronic deliverables of preliminary plans to City and KDOT for review	1		1		1	3	\$ 515
1.2,14	Project Coordination with City. Includes monthly project review meetings, budget set-up and tracking, scheduling, ongoing communication, and invoice preparation, (Assumes 3 months)	4	2	2			8	\$ 1,660
	<b>Preliminary Design</b>	<b>51</b>	<b>35</b>	<b>90</b>	<b>166</b>	<b>115</b>	<b>457</b>	<b>\$ 69,855</b>
1.3	<b>Final Design</b>							
1.3,1	KDOT Field Check Meeting (Preparation, Attendance, and followups)	3		4			7	\$ 1,310
1.3,2	Address Field Check Comments on typical sections, plan and quantity sheets, shared use path design, median landscaping and pavement marking sheets and update per utility and easement coordination	10		20	36	30	96	\$ 13,870
1.3,3	Final Roadway Quantities and Engineer's Estimate for Construction (includes detailed quantity tables for all bid items and separate breakout of "non-participating" items)	4		8	20	12	44	\$ 6,220
1.3,4	Include and populate KDOT Standard Signing Details	1		1	4	4	10	\$ 1,400
1.3,5	Include Olathe and KDOT Standard Roadway Details in Final Plans	1		4	8	4	17	\$ 2,390
1.3,6	Prepare documents and information to be included with the Project Manual (HNTB to prepare completed document from Olathe templates, incorporating KDOT requirements) - common with 167th	4		6	12		22	\$ 3,300
1.3,7	Final Traffic Signal modifications and loop replacement sheets, Quantities and Cost Estimate	1	8			4	13	\$ 2,670
1.3,8	Include Olathe Standard Traffic Signal Details in Final Plans		2			4	6	\$ 1,020
1.3,9	Milestone Plan Review and Quality Assurance	4	4	4			12	\$ 2,480
1.3,10	Prepare electronic deliverable of Office Check plans to City for review	1		1		1	3	\$ 515
1.3,11	Project Coordination with KDOT LPA and complete required forms (1304, 1306, 1307),	3		3			6	\$ 1,140
1.3,12	KDOT Office Check Meeting (Preparation, Attendance, and followups)	3		4			7	\$ 1,310
1.3,13	Upon receipt of City comments on Office Check design submittal, address comments including final utility and KDOT coordination and submit bid documents to City	4		8	16	12	40	\$ 5,740
1.3,14	Provide one addendum during the bid process (assumes letter format with no plan revisions)	2		2			4	\$ 760
1.3,15	Upload cost estimate to Negamatrix and provide sealed engineer's estimate (Assumes no other coordination)	2		1			3	\$ 590
1.3,16	Project Coordination with City. Includes monthly project review meetings, budget tracking, scheduling, ongoing communication, and invoice preparation, (Assumes 3 months)	4	2	2			8	\$ 1,660
	<b>Final Design</b>	<b>47</b>	<b>16</b>	<b>68</b>	<b>96</b>	<b>71</b>	<b>298</b>	<b>\$ 46,375</b>
1.4	<b>Construction Engineering Assistance</b>							
1.4,1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 1 Full Sets of Final Plans and 4 Spec Books to Contractor) (Common with 167th)	3		5	4		12	\$ 1,960
1.4,2	Respond to RFI's and assist with general questions during construction	4		12	4		20	\$ 3,360
1.4,3	Plan Revisions (assumes up to 2 minor plan revisions)	4	2	4	4	8	22	\$ 3,560
1.4,4	Provide As-Built Drawings to City (Combine plan revisions and inspector / contractor markups)	1		2		8	11	\$ 1,630
	<b>Construction Engineering Assistance</b>	<b>12</b>	<b>2</b>	<b>23</b>	<b>12</b>	<b>16</b>	<b>65</b>	<b>\$ 10,510</b>
<b>3-P-001-25 - K-7 Highway Arterial Mill &amp; Overlay Project (Harold Street to Loula Street)</b>		<b>142</b>	<b>53</b>	<b>240</b>	<b>292</b>	<b>226</b>	<b>953</b>	<b>\$ 148,890</b>
<b>3-P-001-25 Fee Summary</b>								
<b>Labor:</b>								
		Project Manager @ \$210/hour					29,820	
		Senior Technical Advisor @ \$240/hour					12,720	
		Project Engineer @ \$170/hour					40,800	
		Engineer @ \$120/hour					35,040	
		Technician @ \$135/hour					30,510	
<b>3-P-001-25 - K-7 Highway Arterial Mill &amp; Overlay Project (Harold Street to Loula Street) Estimated Labor Costs:</b>							<b>\$ 148,890</b>	
<b>Expenses:</b>								
		Printing/Plotting/Travel =					600	
		Control Field Surveys (KVE)=					20,820	
		Irrigation Design (Ecosystems)=					2,760	
		Pothole at Signal (K&W)=					2,500	
<b>Total Expense =</b>							<b>\$ 26,680</b>	
<b>Total Fee =</b>							<b>\$ 175,570</b>	

**EXHIBIT B - Scope of Services: 3-P-001-25, 3-P-004-25 & 3-P-005-25**

2025 Street Preservation Program Arterial Mill & Overlay 4/18/2024		Project Manager	Senior Technical Advisor	Project Engineer	Engineer I	Technician	Total	Total Costs
Item of Work		\$210	\$240	\$170	\$120	\$135		
<b>3-P-004-25 - 167th Street Improvements Project (Hedge Lane to I-35 Highway)</b>								
2.1	Data Collection and Utility Coordination							
2.1,1	Survey planning, Kaw Valley coordination	3		4		4	11	\$ 1,850
2.1,2	Request and assemble as-builts and AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping combined with survey	2		4		8	14	\$ 2,180
2.1,3	Contact Utility Companies and Request Existing Facility Maps			6		2	8	\$ 1,290
2.1,4	Distribute Plans to Utilities at Field Check			1			1	\$ 170
2.1,5	Meet with Individual Utility Owners on Site or via Microsoft Teams (assume 4 meetings @ 1 hrs each plus prep time and minutes) (assumes only minor relocation of above ground facilities)	8		8			16	\$ 3,040
2.1,6	General Coordination with Utilities during project relocation design phases (Phone Calls, Internal Meetings, Correspondence Documentation, etc.)	1		8			9	\$ 1,570
2.1,7	Review Proposed Utility Relocation Plans for compatibility with proposed project improvements (assumes only minor relocation of above ground facilities only in conjunction with 167th Street improvements east of I-35)	1		4	8		13	\$ 1,850
2.1,8	General coordination with Utilities during Relocation Phase (assumes City will monitor utility relocation starts, progress, and locations and HNTB will only respond to questions as needed)	1		8			9	\$ 1,570
Data Collection and Utility Coordination		16		43	8	14	81	\$ 13,520
2.2	Preliminary Design							
2.2,1	KDOT coordination kickoff meeting (Preparation, Attendance, and followups)	3		4			7	\$ 1,310
2.2,2	Create Survey Reference Sheet, Alignment Detail Sheet			1	2	6	9	\$ 1,220
2.2,3	Develop typical sections for full depth construction of 167th Street (assumes 2 typicals, east and west of I-35)	1		4	6	8	19	\$ 2,690
2.2,4	Develop roadway horizontal and vertical geometry for reconstruction 167th (0.25 miles)	2		6	12	12	32	\$ 4,500
2.2,5	Check for adequate horizontal and vertical intersection sight distance for entrances east of bridge	1		2	6		9	\$ 1,270
2.2,6	Develop plan and profile sheets (plan scale 1"=20') for street reconstruction	8		16	32	40	96	\$ 13,640
2.2,7	Design roadside protection at I-35 bridge (assumes guardrail)	1		4	8	8	21	\$ 2,930
2.2,8	Develop horizontal and vertical geometry for entrances along 167th and create driveway profile sheets (Assumes 2 driveways/entrances without curb returns)			2	6	4	13	\$ 1,810
2.2,9	Develop modeling template and surface model for earthwork, cross sections, and construction limits for 167th	2		12	36		50	\$ 6,780
2.2,10	Prepare cross sections @ 25' interval (including projected rock elevations and horizontal location of utilities)	2		4	16	20	42	\$ 5,720
2.2,11	Preliminary Drainage Design (assumes storm sewer) - Analyze spread, space curb inlets, design pipes, prepare pipe profiles, drainage area map, and calculation table (assumes 10 inlets and no ditch design)	4		12	32	16	64	\$ 8,880
2.2,12	Structural design and coordination for barrier transitions on the east side of the I-35 bridge to allow for adequate guardrail connection.	8		8	8		24	\$ 4,000
2.2,13	Preliminary pavement marking and signing sheets	2		4	8	12	26	\$ 3,680
2.2,14	Create Detour plans for closure of 167th	1		2	8	12	23	\$ 3,130
2.2,15	Preliminary Street Lighting Calculations and Plans	2	16			8	26	\$ 5,340
2.2,16	Preliminary Lighting QA/QC, Quantities and Cost Estimate	2	4				6	\$ 1,380
2.2,17	Preliminary Roadway Quantities and Cost Estimate	2		16	40	6	64	\$ 8,750
2.2,18	Milestone Plan Review and Quality Assurance	4	4	4			12	\$ 2,480
2.2,19	Prepare electronic deliverables of preliminary plans to City for review, (Included in 3-P-001-25)							\$ -
2.2,20	Project Coordination with KDOT LPA and complete required forms (1304, 1306, 1307).	3		3			6	\$ 1,140
2.2,21	Project Coordination with City. Includes monthly project review meetings, budget set-up and tracking, scheduling, ongoing communication, and invoice preparation, (Assumes 3 months)	4	2	2			8	\$ 1,660
Preliminary Design		53	26	106	220	152	557	\$ 82,310
2.3	Final Design							
2.3,1	KDOT Field Check Meeting (Preparation, Attendance, and followups)	3		4			7	\$ 1,310
2.3,2	Address Field Check Comments on typical sections, plan and quantity sheets and pavement marking sheets and update per utility coordination	4		8	24	16	52	\$ 7,240
2.3,3	Update Drainage Design per Field Check comments and utility coordination and finalize design (Assumes no special details and only 2 max inlet changes due to utility coordination and that utilities are generally relocated around drainage)	2		4	12	6	24	\$ 3,350
2.3,4	Finalize roadside protection design and prepare final guardrail details (east side of bridge only)	2		3	6	8	19	\$ 2,730
2.3,5	Create barrier transition detail for connection of proposed guardrail (east side of bridge only)	12				12	24	\$ 4,140
2.3,6	Final Street Lighting Plans and Standard Details		8			8	16	\$ 3,000
2.3,7	Final Lighting QA/QC, Quantities and Engineer's Estimate for Construction	2	4				6	\$ 1,380
2.3,8	Prepare Erosion and Sediment Control Plans & Details	2		4	8	8	22	\$ 3,140
2.3,9	Final Roadway Quantities and Engineer's Estimate for Construction (includes detailed quantity tables for all bid items and separate breakout of "non-participating" items)	4		12	24	12	52	\$ 7,380
2.3,10	Include additional Olathe and KDOT Standard Roadway Details in Final Plans			1		4	5	\$ 710
2.3,11	Prepare documents and information to be included with the Project Manual (HNTB to prepare completed document from Olathe templates, incorporating KDOT requirements) - common with 167th	4		6	12		22	\$ 3,300
2.3,12	Milestone Plan Review and Quality Assurance	4	4	2			10	\$ 2,140
2.3,13	Prepare electronic deliverable of Office Check plans to City for review (included in 3-P-001-25)							\$ -
2.3,14	KDOT Office Check Meeting (Preparation, Attendance, and followups)	3		4			7	\$ 1,310
2.3,15	Update vertical profiles, cross sections, and storm sewer as needed due to as-built survey of Hedge Lane project.	2		4	8	8	22	\$ 3,140
2.3,16	Upon receipt of City comments on Office Check design submittal, address comments and update per final utility coordination and submit bid documents to City	4	1	8	12	12	37	\$ 5,500
2.3,17	Prepare NPDES Permit Application and SWPPP (Includes SWPPP assembly for contractor)	2		8	16		26	\$ 3,700
2.3,18	Provide one addendum during the bid process (assumes letter format with no plan revisions)	4		4		2	10	\$ 1,790
2.3,19	Upload cost estimate to Negometrix and provide sealed engineer's estimate (Assumes no other coordination)	2		1			3	\$ 590
2.3,20	Project Coordination with KDOT LPA and update required forms (1304, 1306, 1307).	3		3			6	\$ 1,140
2.3,21	Project Coordination with City. Includes monthly project review meetings, budget tracking, scheduling, ongoing communication, and invoice preparation, (Assumes 3 months)	4	2	2			8	\$ 1,660
Final Design		63	19	78	122	96	378	\$ 58,650
2.4	Construction Engineering Assistance							
2.4,1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 10 Half and 2 Full Sets of Final Plans and 4 Spec Books to Contractor) (included in 3-P-001-25)							\$ -
2.4,2	Minor Shop Drawing Review for Storm Sewer Structures (assumes assumes 10 structures)	4			10		14	\$ 2,040
2.4,3	Respond to RFI's and assist with general questions during construction	4		6	4		14	\$ 2,340
2.4,4	Plan Revisions (assumes up to 2 minor plan revisions)	4	2	4	4	8	22	\$ 3,560
2.4,5	Provide As-Built Drawings to City (Combine plan revisions and inspector / contractor markups)	1		2		8	11	\$ 1,630
Construction Engineering Assistance		13	2	12	18	16	61	\$ 9,570
<b>3-P-004-25 - 167th Street Improvements Project (Hedge Lane to I-35 Highway)</b>		<b>145</b>	<b>47</b>	<b>239</b>	<b>368</b>	<b>278</b>	<b>1077</b>	<b>\$ 164,050</b>
<b>3-P-004-25 - Fee Summary</b>								
Labor:								
		Project Manager @ \$210/hour					30,450	
		Senior Technical Advisor @ \$240/hour					11,280	
		Project Engineer @ \$170/hour					40,630	
		Engineer @ \$120/hour					44,160	
		Technician @ \$135/hour					37,530	
3-P-004-25 - 167th Street Improvements Project (Hedge Lane to I-35 Highway) Estimated Labor Costs							\$ 164,050	
Expenses:								
		Printing/Plotting/Travel =					500	
		Control and Field Surveys (KVE)=					31,775	
Total Expense =							\$ 32,275	
Total Fee =							\$ 196,325	

**EXHIBIT B - Scope of Services: 3-P-001-25, 3-P-004-25 & 3-P-005-25**

2025 Street Preservation Program Arterial Mill & Overlay 4/18/2024		Project Manager	Senior Technical Advisor	Project Engineer	Engineer I	Technician	Total	Total Costs
Item of Work		\$210	\$240	\$170	\$120	\$135		
<b>3-P-005-25 - Clare Road Arterial Mill &amp; Overlay Project (114th Street to College Boulevard)</b>								
3.1	<b>Data Collection and Utility Coordination</b>							
3.1,1	Request and assemble as-builts and AIMS data including aerial imagery, existing contours, existing surface data, existing utility information, and existing right-of-way and parcel line work to create base mapping combined with drone flight data			4		8	14	\$ 2,180
3.1,2	Drone flight planning, drone flights and data processing for obtaining low level aerial showing field walkthru	1		4	8	2	15	\$ 2,120
3.1,3	Contact Utility Companies and Request Existing Facility Maps			6		2	8	\$ 1,290
3.1,4	Distribute Plans to Utilities at Field Check			1			1	\$ 170
3.1,5	Meet with Individual Utility Owners on Site or via Microsoft Teams (assume 5 meetings @ 1 hrs each plus prep time and minutes) (assumes only minor relocation of above ground facilities)	5		10			15	\$ 2,750
3.1,6	General Coordination with Utilities during project relocation design phases (Phone Calls, Internal Meetings, Correspondence Documentation, etc.)	1		5			6	\$ 1,060
3.1,7	Review Proposed Utility Relocation Plans for compatibility with proposed project improvements (assumes only minor relocation of above ground facilities only in conjunction with 8' shared use construction on both sides of Clare Rd)	1		5			6	\$ 1,060
3.1,8	General coordination with Utilities during Relocation Phase (assumes City will monitor utility relocation starts, progress, and locations and HNTB will only respond to questions as needed)	1		5			6	\$ 1,060
<b>Data Collection and Utility Coordination</b>		<b>11</b>		<b>40</b>	<b>8</b>	<b>12</b>	<b>71</b>	<b>\$ 11,690</b>
3.2	<b>Preliminary Design</b>							
3.2,1	Perform field walk thru (approx. 0.5 mile) with city staff to determine locations of pavement, curb, driveways, sidewalk, ADA ramp, and other items of work and process data	6		6	12		24	\$ 3,720
3.2,2	Create Title Sheet, General Notes, Survey Reference Sheet, Alignment Detail Sheet	1		2	2	10	15	\$ 2,140
3.2,3	Develop typical sections for mill and overlay, and shared-use path grading	1		2	8	8	19	\$ 2,590
3.2,4	Develop horizontal and vertical geometry for 8' shared use path design west side of Clare from Cedar Creek Elementary to College Blvd and east side of Clare from subdivision trail to Cedar Creek Elementary, Shared use path design conveyed on typical sections with plan notes with no cross sections.	3		6	12	6	27	\$ 3,900
3.2,5	Develop plan and quantity sheets (plan scale 1"=30') for street rehabilitation	2		8	16	20	46	\$ 6,400
3.2,6	Preliminary pavement marking sheets (Assumes minimal signing impacts due to shared use path or sidewalk)	1		2	8	8	19	\$ 2,590
3.2,7	Traffic Signal loop replacement sheets.	1	4			4	9	\$ 1,710
3.2,8	Traffic Signal QA/QC, Quantities and Engineer's Estimate for Construction	1	1				2	\$ 450
3.2,9	Roadway Quantities and Engineer's Estimate for Construction	1		4	16	6	27	\$ 3,620
3.2,10	Milestone Plan Review and Quality Assurance	4	2	4			10	\$ 2,000
3.2,11	Prepare electronic deliverables of preliminary plans to City for review.	1		1		1	3	\$ 515
3.2,12	Project Coordination with City. Includes monthly project review meetings, budget set-up and tracking, scheduling, ongoing communication, and invoice preparation, (Assumes 3 months)	4	2	2			8	\$ 1,660
<b>Preliminary Design</b>		<b>26</b>	<b>9</b>	<b>37</b>	<b>74</b>	<b>63</b>	<b>209</b>	<b>\$ 31,295</b>
3.3	<b>Final Design</b>							
3.3,1	Address Field Check Comments on typical sections, plan and quantity sheets, shared use path design, and pavement marking sheets and update per utility and easement coordination	6		8	16	20	50	\$ 7,240
3.3,2	Final Traffic Signal modifications and loop replacement sheets, Quantities and Cost Estimate	1	2			2	5	\$ 960
3.3,3	Include Olathe Standard Traffic Signal Details in Final Plans	1	1				2	\$ 450
3.3,4	Final Roadway Quantities and Engineer's Estimate for Construction (includes detailed quantity tables for all bid items)	2		4	16	12	34	\$ 4,640
3.3,5	Include additional Olathe Standard Roadway Details in Final Plans			1		4	5	\$ 710
3.3,6	Coordinate with City / Trekk the inclusion of Valley Parkway Mill & Overlay into overall bid (assumes Trekk provides complete separate pdf plan set)	1			2		3	\$ 450
3.3,7	Prepare documents and information to be included with the Project Manual (City provide base documents, HNTB to provide measurement & payment, special conditions and bid form).	2		2	8		12	\$ 1,720
3.3,8	Prepare electronic deliverables of final plans to City for review	1		1		1	3	\$ 515
3.3,9	Upon receipt of City comments on final design submittal, address comments, incorporate final changes from utility coordination and submit bid documents to City	2		2	8	8	20	\$ 2,800
3.3,10	Upload cost estimate to Negometrix and provide sealed engineer's estimate (Assumes no other coordination)	2		1			3	\$ 590
3.3,11	Project Coordination with City. Includes monthly project review meetings, budget tracking, scheduling, ongoing communication, and invoice preparation, (Assumes 3 months)	4	2	2			8	\$ 1,660
<b>Final Design</b>		<b>22</b>	<b>5</b>	<b>21</b>	<b>50</b>	<b>47</b>	<b>145</b>	<b>\$ 21,735</b>
3.4	<b>Construction Engineering Assistance</b>							
3.4,1	Prepare for and attend Pre-Construction Meeting (City to lead - Provide up to 6 Half and 1 Full Sets of Final Plans and 4 Spec Books to Contractor)	3		5	4		12	\$ 1,960
3.4,2	Respond to RFI's and assist with general questions during construction (assumes no plan revisions due to no storm sewer or signal modifications in the scope of project work)	4		6	4		14	\$ 2,340
3.4,3	Provide As-Built Drawings to City (Combine plan revisions and inspector / contractor markups)	1		2		8	11	\$ 1,630
<b>Construction Engineering Assistance</b>		<b>8</b>		<b>13</b>	<b>8</b>	<b>8</b>	<b>37</b>	<b>\$ 5,930</b>
<b>3-P-005-25 - Clare Road Arterial Mill &amp; Overlay Project (114th Street to College Boulevard)</b>		<b>67</b>	<b>14</b>	<b>111</b>	<b>140</b>	<b>130</b>	<b>462</b>	<b>\$ 70,650</b>
<b>3-P-005-25 - Fee Summary</b>								
Labor:								
		Project Manager @ \$210/hour						14,070
		Senior Technical Advisor @ \$240/hour						3,360
		Project Engineer @ \$170/hour						18,870
		Engineer @ \$120/hour						16,800
		Technician @ \$135/hour						17,550
3-P-005-25 - Clare Road Arterial Mill & Overlay Project (114th Street to College Boulevard) Estimated Labor Costs								\$ 70,650
Expenses:								
		Printing/Plotting/Travel =						500
		Control and Field Surveys (KVE)=						2,230
Total Expense =								\$ 2,730
Total Fee =								\$ 73,380
<b>Overall Total Hours</b>		<b>354</b>	<b>114</b>	<b>590</b>	<b>800</b>	<b>634</b>	<b>2492</b>	
<b>Overall Fee Summary</b>								
Labor:								
		Project Manager @ \$210/hour						74,340
		Senior Technical Advisor @ \$240/hour						27,360
		Project Engineer @ \$170/hour						100,300
		Engineer @ \$120/hour						96,000
		Technician @ \$135/hour						85,590
Overall Labor Costs:								\$ 383,590
Expenses:								
		Printing/Plotting/Travel =						1,600
		Control, Field Surveys, and Legal Descriptions (KVE)=						54,825
		Irrigation Design (Ecosystems)=						2,760
		Pothole at Signal (K&W)=						2,500
Total Expense =								\$ 61,685
Total Fee =								\$ 445,275



**KAW VALLEY ENGINEERING, INC.**

Office: 913.894.5150

Fax: 913.894.5977

Web: [www.kveng.com](http://www.kveng.com)

Address: 14700 West 114<sup>th</sup> Terrace  
Lenexa, KS 66215

April 17, 2024

**C24P1988-R2**

Mr. Zach Jarchow  
HNTB Corporation  
7400 West 129<sup>th</sup> Street, Suite 100  
Overland Park, Kansas 66213

**RE: PROPOSAL FOR SURVEYING SERVICES  
CITY OF OLATHE 2025 SPP PROJECT / HNTB PROJECT NO. 83365**

- **K-7 AND LOULA STREET**
- **K-7 AND SPRUCE STREET**
- **K-7 CROSS SECTIONS**
- **167<sup>TH</sup> STREET AND I-35 OVERPASS**
- **COLLEGE BLVD AND CLARE ROAD**

Dear Mr. Jarchow:

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

Additionally, Exhibit A – Compensation assumes Control Establishment is performed concurrently for all locations. Therefore, each time a location is started separate from the initial commencement of operations (regardless of reason), the fees for Control Establishment quoted herein are void and subject to re-evaluation. This allows KVE to keep the adjustment factor (CAF) to a single value for all projects, which in turn, allows for wide scale GPS work that generates cost savings only for the projects that are performed concurrently.

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

Respectfully submitted,  
**Kaw Valley Engineering, Inc.**

Kenneth Dedrick, PLS  
Manager of Survey Services  
Attachments: Scope of Services/Fees and Attachments

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**SCOPE OF SERVICES**  
**CITY OF OLATHE 2025 SPP PROJECT**  
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**SCOPE OF SERVICES  
CITY OF OLATHE 2025 SPP PROJECT**

**1. TASK 1 – PROJECT INVENTORY AND SAFETY ANALYSIS – ALL LOCATIONS**

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

**2. TASKS 2.1, 2.2, 2.3, 2.4 – CONTROL ESTABLISHMENT – ALL LOCATIONS EXCEPT CLARE ROAD**

- i. Place and reference primary Control Points (CP)
- ii. Place and describe Project Benchmarks (BM)
- iii. Establish Vertical (Sea-Level Datum) NAVD'88 values of CP's and BM's with "Engineering Level" based on Johnson County Control Network.
- iv. Research United States Public Land Survey System (USPLSS) Corners (Section Corners)
- v. Verify Section Corners; Reference per State Statute
- vi. Establish Kansas State Plane Grid Value Coordinates based on Johnson County Control Network (NAD83 2011) on Section Corners, Control Points and Benchmarks
- vii. Locate HNTB-placed drone control targets in project XYZ format within the outlined areas defined as Tasks 3.1 through 3.4 on Exhibits B-1 through B-3. Submission shall be points in PNEZD format. It is understood that HNTB shall place the Drone Control Targets prior to the start of control operations.
- viii. Input CP, BM and Section Corner descriptions and values into HNTB-provided spreadsheet tables.
- ix. Quality control review of field data and table input by KVE Professional Surveyor
- x. Filing of section corner ties with the appropriate county and state entities
- xi. Once deemed ready for submittal to HNTB, the KVE quality assurance officer will review the quality control procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

**3. TASK 2.5 – CONTROL ESTABLISHMENT – CLARE ROAD**

- i. Locate HNTB-placed drone control targets in project XYZ format within the outlined areas defined as Task 3.5 on Exhibit B-4. Submission shall be points in PNEZD format. It is understood that HNTB shall place the Drone Control Targets prior to the start of control operations.

- ii. **Exclusions.** No section corners, control monuments or benchmarks will be located in this task.

#### 4. **TASK 3 – TOPOGRAPHIC SURVEYS – ALL EXCEPT CLARE ROAD**

- i. Topographic area shall be the areas outlined in attached **Exhibits B-1 through B-4**
- ii. Detailed information for approximately **six (6) storm sewer structures** or pipe ends (structure location, size, invert elevations, pipe size & construction material or pipe ends) as shown on **Exhibits B-1 through B-4**
- iii. Underground utilities shall be surface located as marked by the Kansas One-Call System and City of Olathe marking services
  - a. Gathering of utility owner names is limited in nature to the information available such as surface markings on closure boxes or marking flags and will be collected where available.
  - b. Underground line depths, line sizes, line types, line pressure or other non-observable information will not be collected.
  - c. When provided to KVE, as-built information shall be used to verify field data.
- iv. The survey shall include **four (4) sanitary sewer manholes.**
  - a. Detailed information (structure location, size, invert elevations, pipe size & construction material) shall be shown.
  - b. As-Built information will be checked only if HNTB provides KVE with the appropriate plan sets.
- v. All topographic survey areas shall conform to the following:
  - a. Photographs of the topographic area shall be taken and referenced on a “Photo Log” by photo name, location and direction taken.
  - b. Topographic information shall be drafted in a format compatible with HNTB drafting standards.
  - c. During the drawing process, the KVE field surveyor and KVE survey field manager, shall periodically perform “office checks” to ensure the completeness and overall quality of the field data.
  - d. Upon initial drawing completion, a walk-through field check of the drawing shall be performed to verify and quality control the drawing.
  - e. KVE drafting technician shall integrate all “red-lines” and review the drawing utilizing a drafting checklist to ensure completeness.
  - f. Upon integration of office and field red-lines, the drawing shall be quality control checked by the supervising KVE Professional Surveyor.
  - g. Once deemed ready for submittal to HNTB, KVE quality assurance officer will review the quality control procedures implemented to allow issuance per K.A.R. 66-6-1(c)(1)

#### 5. **TASK 3.1 – NW CORNER OF K-7 AND LOULA STREET**

- i. Utility survey of a 30-ft. x 30-ft. area defined on **Exhibit B-1**

- ii. Utilities as marked by Kansas One-Call per 3 (iii) above
- iii. Submission shall be per 7 (i) through (ix) below

**6. TASK 3.2 – SE CORNER OF K-7 AND SPRUCE**

- i. Full topographic survey of area ( $\pm 600$  LF) outlined on **Exhibit B-1**
- ii. Back of curb to ten (10) feet behind the sidewalk
- iii. Sidewalk joints shown for entire length of survey
- iv. Utilities as marked by Kansas One-Call per 3 (iii) above
- v. Storm system includes **three (3)** structures and **three (3)** pipe ends per 3 (ii) above
- vi. Submission shall be per 7 (i) through (ix) below

**7. TASK 3.3 – K-7 CROSS SECTIONS**

- i. Cross sections of K-7 at approximate locations shown on **Exhibit B-2**
- ii. Edge of surface (ES) to ES
- iii. Longitudinal joints shall be shown
- iv. Top of median slot drain (center) shall be shown
- v. Submission shall be points in PNEZD format only

**8. TASK 3.4 – 167TH STREET AND I-35**

- i. Full topographic survey of area ( $\pm 1500$  LF) outlined on **Exhibit B-3**
- ii. Swath as shown shall be based on the apparent centerline of 167th Street
- iii. The I-35 bridge shall not be surveyed beyond ten (10) feet onto the edge of wearing surface (EWS)
- iv. Detailed cross-sectional information shall be obtained for the bridge rails
- v. Survey of the southeast side of I-35 shall terminate at the shoulder of the highway
- vi. Utilities as marked by Kansas One-Call per 3 (iii) above
- vii. Sanitary system includes **four (4)** structures per 3 (iv) above
- viii. Initial submittal shall be per 7 (i) through (ix) below within this Task 3.4
- ix. Survey area as shown on **Exhibit B-3**
- x. Survey shall meet the requirements of 3 above

**9. TASK 3.5 – CLARE ROAD OMITTED**

**10. TASKS 4.1, 4.2, 4.3, 4.4 – PROPERTY BASEMAP DEVELOPMENT – ALL EXCEPT CLARE ROAD**

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

**11. TASK 4.5 – PROPERTY BASEMAP DEVELOPMENT – CLARE ROAD  
OMITTED**

**12. TASKS 7.1, 7.2, 7.4 – SUBMITTAL – NW CORNER OF K-7 AND LOULA  
STREET; SE CORNER OF K-7 AND SPRUCE; AND 167TH STREET AND I-35**

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

**13. TASKS 7.3, 7.5 – SUBMITTAL – K-7 CROSS SECTIONS; AND COLLEGE  
BLVD AND CLARE ROAD**

- i. Submission shall be points in PNEZD format only

**14. EXCLUSIONS**

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

**15. ATTACHMENTS**

- i. Exhibit A – Compensation
- ii. Exhibit B-1 – NW Corner of K-7 and Loula Street (Task Area 3.1); SE Corner of K-7 and Spruce (Task Area 3.2)
- iii. Exhibit B-2 – K-7 Cross Sections (Task Area 3.3)
- iv. Exhibit B-3 – 167<sup>th</sup> Street and I-35 (Task Area 3.4)
- v. Exhibit B-4 – College Blvd and Clare Rd (Task Area 3.5)

**Exhibit A - Compensation****(R2)**

<b><u>Fee Summary</u></b>	<b><u>K-7</u></b>	<b><u>167th</u></b>	<b><u>Clare</u></b>	<b><u>Totals</u></b>
<b>Project Inventory and Safety Analysis</b>	440.00	440.00	440.00	1,320.00
<b>Control Establishment</b>	9,230.00	7,335.00	1,665.00	18,230.00
<b>Topographic Survey</b>	7,750.00	16,920.00	-	24,670.00
<b>Property Basemap Development</b>	2,325.00	5,995.00	-	8,320.00
<b>Submittal</b>	1,025.00	1,035.00	125.00	2,185.00
<b>Subtotal - Labor</b>	20,770.00	31,725.00	2,230.00	54,725.00
<b>Reimbursables</b>	50.00	50.00	50.00	150.00
<b>Totals</b>	20,820.00	31,775.00	2,280.00	54,875.00

**Exhibit A - Compensation****(R2)**

<b><u>Services</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Extension</u></b>
<b>Project Inventory and Safety Analysis - All Locations</b>			
<b>Task 1</b>			
Principal	1	\$ 240.00	\$ 240.00
Registered Land Surveyor	2	\$ 140.00	\$ 280.00
Survey Project Manager	2	\$ 150.00	\$ 300.00
Survey Crew	1	\$ 185.00	\$ 185.00
Senior CADD Technician	1	\$ 125.00	\$ 125.00
Survey CADD Technician	1	\$ 115.00	\$ 115.00
Administrative Technician	1	\$ 75.00	\$ 75.00
			<u>\$ 1,320.00</u>
<b>Control Establishment - NW Corner of K-7 and Loula Street</b>			
<b>Task 2.1: (subject to assumptions below)</b>			
<b>USPLSS Corners</b>			
Principal - Q/A Manager	1	\$ 240.00	\$ 240.00
Registered Land Surveyor	1	\$ 140.00	\$ 140.00
Survey Project Manager	1	\$ 150.00	\$ 150.00
Survey Crew	4	\$ 185.00	\$ 740.00
Senior CADD Technician	1	\$ 125.00	\$ 125.00
Survey CADD Technician	1	\$ 115.00	\$ 115.00
			<u>\$ 1,510.00</u>
<b>Horizontal Control Network</b>			
Principal - Q/A Manager	0	\$ 240.00	\$ -
Registered Land Surveyor	1	\$ 140.00	\$ 140.00
Survey Project Manager	1	\$ 150.00	\$ 150.00
Survey Crew	4	\$ 185.00	\$ 740.00
Senior CADD Technician	1	\$ 125.00	\$ 125.00
Survey CADD Technician	3	\$ 115.00	\$ 345.00
			<u>\$ 1,500.00</u>
<b>Vertical Control Network</b>			
Principal - Q/A Manager	0	\$ 240.00	\$ -
Registered Land Surveyor	1	\$ 140.00	\$ 140.00
Survey Project Manager	1	\$ 150.00	\$ 150.00
Survey Crew	3	\$ 185.00	\$ 555.00
Senior CADD Technician	1	\$ 125.00	\$ 125.00
Survey CADD Technician	2	\$ 115.00	\$ 230.00
			<u>\$ 1,200.00</u>
<b>Control Establishment - SE Corner of K-7 and Spruce</b>			
<b>Task 2.2: (subject to assumptions below)</b>			
<b>USPLSS Corners</b>			
Principal - Q/A Manager	0	\$ 240.00	\$ -
Registered Land Surveyor	1	\$ 140.00	\$ 140.00
Survey Project Manager	1	\$ 150.00	\$ 150.00
Survey Crew	3	\$ 185.00	\$ 555.00
Senior CADD Technician	0	\$ 125.00	\$ -
Survey CADD Technician	1	\$ 115.00	\$ 115.00
			<u>\$ 960.00</u>

**Horizontal Control Network**

Principal - Q/A Manager	1	\$	240.00	\$	240.00
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	1	\$	150.00	\$	150.00
Survey Crew	4	\$	185.00	\$	740.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	3	\$	115.00	\$	345.00
				\$	1,740.00

**Vertical Control Network**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	2	\$	150.00	\$	300.00
Survey Crew	3	\$	185.00	\$	555.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	2	\$	115.00	\$	230.00
				\$	1,350.00

**Control Establishment - K-7 Cross Sections****Task 2.3: (subject to assumptions below)****USPLSS Corners**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	0	\$	115.00	\$	-
				\$	-

**Horizontal Control Network**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	2	\$	185.00	\$	370.00
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	1	\$	115.00	\$	115.00
				\$	485.00

**Vertical Control Network**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	2	\$	185.00	\$	370.00
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	1	\$	115.00	\$	115.00
				\$	485.00

**Control Establishment -167th Street and I-35****Task 2.4: (subject to assumptions below)****USPLSS Corners**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	3	\$	140.00	\$	420.00
Survey Project Manager	3	\$	150.00	\$	450.00
Survey Crew	7	\$	185.00	\$	1,295.00
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	3	\$	115.00	\$	345.00
				\$	2,510.00

**Horizontal Control Network**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	2	\$	140.00	\$	280.00
Survey Project Manager	3	\$	150.00	\$	450.00
Survey Crew	5	\$	185.00	\$	925.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	3	\$	115.00	\$	345.00
				\$	2,125.00

**Vertical Control Network**

Principal - Q/A Manager	1	\$	240.00	\$	240.00
Registered Land Surveyor	2	\$	140.00	\$	280.00
Survey Project Manager	2	\$	150.00	\$	300.00
Survey Crew	7	\$	185.00	\$	1,295.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	4	\$	115.00	\$	460.00
				\$	2,700.00

**Control Establishment - College Blvd and Clare Road****Task 2.5: (subject to assumptions below)****USPLSS Corners**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	0	\$	115.00	\$	-
				\$	-

**Horizontal Control Network**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	1	\$	150.00	\$	150.00
Survey Crew	2	\$	185.00	\$	370.00
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	1	\$	115.00	\$	115.00
				\$	775.00

**Vertical Control Network**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	1	\$	150.00	\$	150.00
Survey Crew	2	\$	185.00	\$	370.00
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	2	\$	115.00	\$	230.00
				\$	890.00

**Topographic Survey****Task 3.1 - NW Corner of K-7 and Loula Street**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	2	\$	150.00	\$	300.00
Survey Crew	4	\$	185.00	\$	740.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	8	\$	115.00	\$	920.00
				\$	2,225.00

**Task 3.2 - SE Corner of K-7 and Spruce**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	3	\$	150.00	\$	450.00
Survey Crew	10	\$	185.00	\$	1,850.00
Senior CADD Technician	2	\$	125.00	\$	250.00
Survey CADD Technician	12	\$	115.00	\$	1,380.00
				\$	4,070.00

**Task 3.3 - K-7 Cross Sections**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0.5	\$	140.00	\$	70.00
Survey Project Manager	1	\$	150.00	\$	150.00
Survey Crew	6	\$	185.00	\$	1,110.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	0	\$	115.00	\$	-
				\$	1,455.00

**Task 3.4 - 167th Street and I-35**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	3	\$	140.00	\$	420.00
Survey Project Manager	9	\$	150.00	\$	1,350.00
Survey Crew	48	\$	185.00	\$	8,880.00
Senior CADD Technician	6	\$	125.00	\$	750.00
Survey CADD Technician	48	\$	115.00	\$	5,520.00
				\$	16,920.00

**Task 3.5 - College Blvd and Clare Road**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	0	\$	115.00	\$	-
				\$	-

**Property Basemap Development - NW Corner of K-7 and Loula Street****Task 4.1**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	1	\$	185.00	\$	185.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	2	\$	115.00	\$	230.00
				\$	680.00

**Property Basemap Development - SE Corner of K-7 and Spruce****Task 4.2**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	1	\$	150.00	\$	150.00
Survey Crew	1	\$	185.00	\$	185.00
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	4	\$	115.00	\$	460.00
				\$	1,060.00

**Property Basemap Development - K-7 Cross Sections****Task 4.3**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	4	\$	115.00	\$	460.00
				\$	585.00

**Property Basemap Development - 167th Street and I-35****Task 4.4**

Principal - Q/A Manager	1	\$	240.00	\$	240.00
Registered Land Surveyor	6	\$	140.00	\$	840.00
Survey Project Manager	1	\$	150.00	\$	150.00
Survey Crew	6	\$	185.00	\$	1,110.00
Senior CADD Technician	9	\$	125.00	\$	1,125.00
Survey CADD Technician	22	\$	115.00	\$	2,530.00
				\$	5,995.00

**Property Basemap Development - College Blvd and Clare Road****Task 4.5**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	0	\$	125.00	\$	-
Survey CADD Technician	0	\$	115.00	\$	-
				\$	-

**Submittal - NW Corner of K-7 and Loula Street****Task 7.1**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	1	\$	115.00	\$	115.00
				\$	380.00

**Submittal - SE Corner of K-7 and Spruce****Task 7.2**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	1	\$	115.00	\$	115.00
				\$	380.00

**Submittal - K-7 Cross Sections****Task 7.3**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	1	\$	140.00	\$	140.00
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	0	\$	115.00	\$	-
				\$	265.00

**Submittal - 167th Street and I-35****Task 7.4**

Principal - Q/A Manager	1	\$	240.00	\$	240.00
Registered Land Surveyor	2	\$	140.00	\$	280.00
Survey Project Manager	1	\$	150.00	\$	150.00
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	2	\$	125.00	\$	250.00
Survey CADD Technician	1	\$	115.00	\$	115.00
				\$	1,035.00

**Submittal - College Blvd and Clare Road****Task 7.5**

Principal - Q/A Manager	0	\$	240.00	\$	-
Registered Land Surveyor	0	\$	140.00	\$	-
Survey Project Manager	0	\$	150.00	\$	-
Survey Crew	0	\$	185.00	\$	-
Senior CADD Technician	1	\$	125.00	\$	125.00
Survey CADD Technician	0	\$	115.00	\$	-
				\$	125.00

**Subtotal - Labor**

\$	54,725.00
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**Reimbursables:**

Task 2 - Monuments and Section Corner Filing	Lump Sum	\$	150.00
Task 5 - Ownership & Easement Reports	Lump Sum	\$	-
<b>Subtotal - Reimbursables</b>		\$	150.00

**Total**

\$	54,875.00
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**Assumptions:**

Fees for Control Establishment assume all locations are performed concurrently. Therefore, each time a location is started separate from the initial commencement of operations (regardless of reason), the fees for Control Establishment quoted herein are void and subject to re-evaluation. This allows KVE to keep the adjustment factor (CAF) to a single value for all projects, which in turn, allows for wide scale GPS work that generates cost savings only for the projects that are performed concurrently.

Task 3.1

- NW corner of Loula:
- Pickup utility locates within 30'x30' area
  - Horizontal and vertical control, section corners
  - Right of Way from Plats & Deeds
  - Horizontal ground control points for HNTB drone



K-7 / Parker

Task 3.2

- Full topo including drainage structures 10' behind sidewalk and entire greenspace between road and sidewalk

LOULA ST

SANTA FE ST

SPRUCE ST



Task 3.3

3 cross sections of the roadway only (EOS to EOS).  
Shots on each of the longitudinal joints.



K-7 / Parker

HAROLD ST

SPRUCE ST



Task 3.4

At each end of the bridge we need to get shots on the 10' past the EWS onto the bridge which will include barrier size and shape, width of roadway. We do not need any other shots in the middle of the bridge.

Survey of roadway and face of guardrail

Supplemental survey will be needed later in 2024 to pickup improvements form Hedge Lane Project



Task 3.5

No Control, Topographic or  
Boundary survey required,  
Location of drone targets only.



# ECOSYSTEMS

## Irrigation Design and Consulting

April 2, 2024

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

RE: Irrigation Design Fee Proposal for: K-7 and Santa Fe Median Island Irrigation, Olathe, KS

Dear Mr. Jarchow,

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

- A. The preparation of an Irrigation System Plan by an Irrigation Association Certified Irrigation Designer based on a Site Landscape Plan by HNTB Companies. Includes typical applicable insurance coverage. Includes minor plan revisions as may be necessary.
  - a. Civil Base data to include existing and proposed contours and utilities and Site Landscape Plan and Title Block in .dwg file format required.
  - b. Irrigation Plans to be returned in .pdf (also in .dwg file format if desired) file format for printing by others.
- B. Includes a detailed installation cost estimate.
- C. Includes graphic plan installation details.
- D. No written specifications included. – Typically Projects for the City of Olathe use the City's proprietary written specifications.
- E. Includes estimated weekly worst case water usage and scheduling information.
- F. Includes consultation during the Bidding Process for system installation.
- G. Includes Bid evaluation and contract award recommendations (Optional).
- H. **DOES NOT** include any Construction Administration or Construction Observation and reporting. This can be done at my hourly rate as Additional Services if desired/ required.

Fees for any Additional Services will be negotiated at the time of the request. In addition, out-of-pocket expenses such as printing, delivery services and submittal fees (if any), will be invoiced at cost plus 15%. My general hourly rate is \$115.00 per hour for design or consultation related services. Minor plan revisions are included in the base fee. Major revisions due to site and/ or Landscape design changes will be handled as Additional Services.

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

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

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

I am not aware of an existing City irrigation system close enough to tie on to, so we will probably need to set a small water meter in the ROW to one side or the other of the median island. If we just are irrigating new trees, then the smallest meter available will most likely suffice (either 5/8" or 3/4" I believe, may be depending on whether it's Olathe Water or WaterOne water.

Also, I believe the City desires battery operated controllers if the system has 4 or less zones. If we just irrigate new trees, then it can likely be done with just 1 battery-controlled zone. We would not require a 120vac permanent power supply for a traditional controller.

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

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

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

Sincerely,

*Brian R. Gates*

Brian R. Gates  
Owner  
ECOSYSTEMS

# ECOSYSTEMS

## Irrigation Design and Consulting

### PROPOSAL SUMMARY

K-7 and Santa Fe Median Island Irrigation, Olathe KS

#### IRRIGATION DESIGN FEE PROPOSAL

April 2, 2024

**Irrigation Design Fee Package as detailed  
above (Island Median Irrigation (1) only):**

**\$2760.00**

- Items A through G
- This is the Base Design Fee (– Includes +/-24 hours professional services)
- CA work, to include Construction Observation and Reporting is **not** included but may be added “on call” at my hourly rate if desired.

- Please allow a two-week minimum turn-around time from the time I receive your CAD base files.
- Does not currently include Field Staking (to be performed by the Contractor).
- Does not currently include any LEED certification work, pumps, wells, rainwater harvesting or cisterns.
- Does not currently include any Surveying or GPS mapping.
- As Built drawings shall be specified as “By Contractor”.

Agreed this Date: 4-2-2024 By: Brian R. Gates Title: Owner  
ECOSYSTEMS

Agreed this Date: \_\_\_\_\_ By: \_\_\_\_\_ Title: \_\_\_\_\_  
HNTB Corporation

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

**EXHIBIT C**  
**Fee & Rate Schedule**

**EXHIBIT C**  
**Fee & Rate Schedule**

**K-7 Highway Arterial Mill & Overlay Project (Harold Street to Loula Street)**  
**167th Street Improvements Project (Hedge Lane to I-35 Highway)**  
**Clare Road Arterial Mill & Overlay Project (114th Street to College Boulevard)**  
**HNTB Schedule of Rates**

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

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

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

## EXHIBIT D

### LAND ACQUISITION CHECKLIST FOR CONSULTANT PROJECTS

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

\_\_\_ Determine what types of easements are required for each tract:

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

\_\_\_ REQUIRED INFORMATION:

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

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

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

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

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

\_\_\_\_ Submit Documents to Public Works staff in electronic format:

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

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

## EXHIBIT E

# Utility Coordination

### Olathe CIP projects

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Reevaluate/conflict analysis in areas of change

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

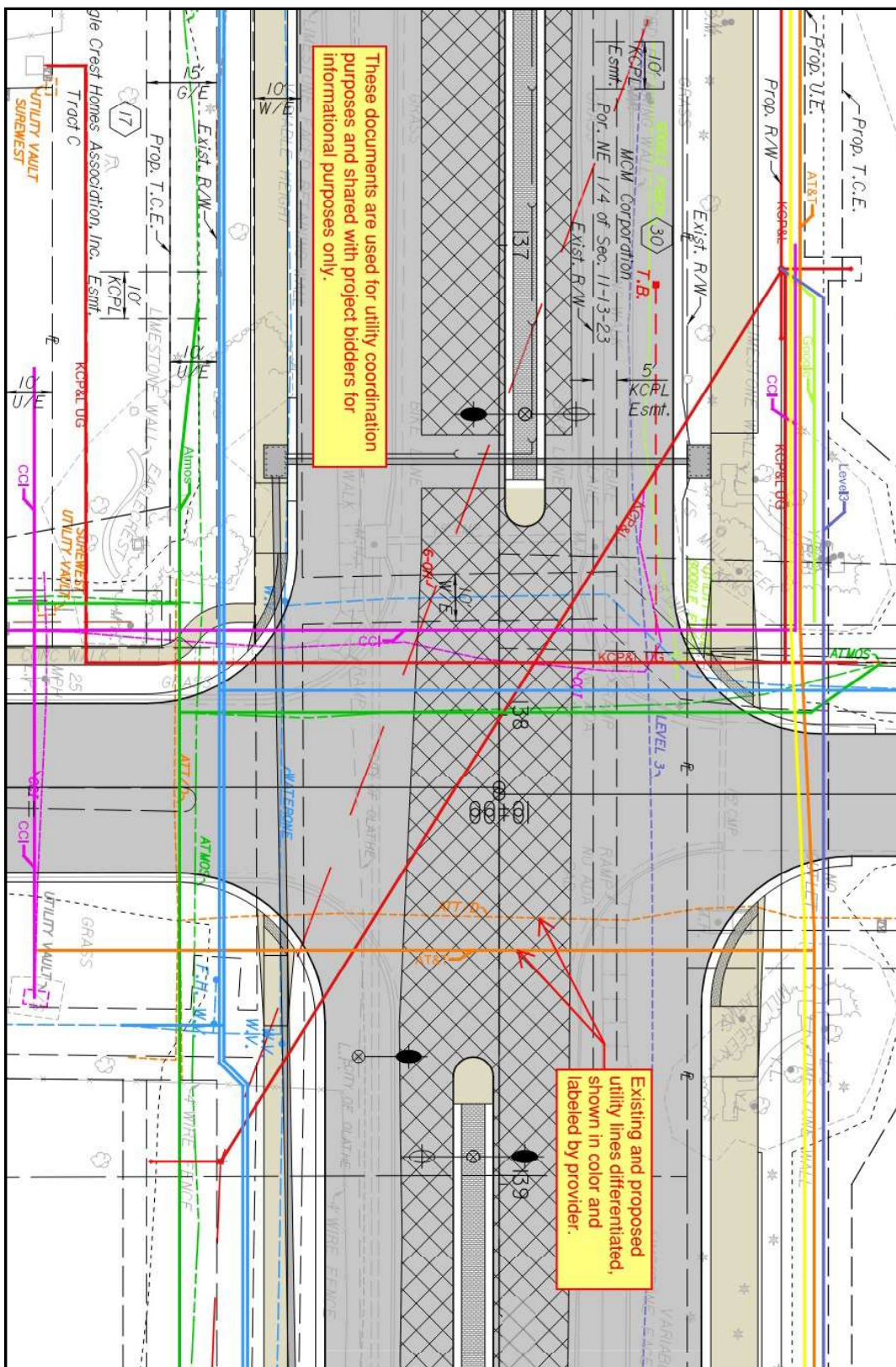
- What is the utility due date?
- What are the utility schedule milestones?
  - Start to develop overall utility schedule.
- Are there project pinch points?
- Identify any utilities claiming private easement/ reimbursement.
- Is there project phasing that should be prioritized by utilities too?
- How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

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

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

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

**EXHIBIT E.1**



## EXHIBIT F

### CITY OF OLATHE INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**D. Verification of Coverage**

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

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

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

**EXHIBIT G**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2025

4/9/2024

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 16535
<b>INSURED</b> 1489174 HNTB CORPORATION 6300 SPRINT PARKWAY, SUITE 100 OVERLAND PARK KS 66211		

**COVERAGES****CERTIFICATE NUMBER:** 20482604**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 0769451	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 0769452	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	Y	WC 0769453	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: HNTB JOB #83365; 2025 STREET PRESERVATION - ARTERIAL MILL & OVERLAY PROJECT, 83365-CITY OF OLATHE, KS IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND WORKER COMPENSATION, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**20482604**  
83365-CITY OF OLATHE, KS  
100 E. SANTA FE  
PO BOX 768  
OLATHE, KS 66051-0768

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

4/9/2024

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyd's of London <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>
<b>INSURED</b> 1445015 HNTB CORPORATION 6300 SPRINT PARKWAY, SUITE 100 OVERLAND PARK KS 66211		

**COVERAGES****CERTIFICATE NUMBER:** 20482611**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	Y	LDUSA2304553	5/1/2023	5/1/2024	\$1,000,000 PER CLAIM/ ANNUAL AGGREGATE

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

RE: HNTB JOB #83365; 2025 STREET PRESERVATION - ARTERIAL MILL & OVERLAY PROJECT. WAIVER OF SUBROGATION APPLIES TO PROFESSIONAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY STATE LAW.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

**20482611**  
83365-CITY OF OLATHE, KS  
100 E. SANTA FE  
PO BOX 768  
OLATHE, KS 66051-0768

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

AUTHORIZED REPRESENTATIVE

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**EXHIBIT H**  
**Certificate of Good Standing to Conduct Business in Kansas**

**STATE OF KANSAS**  
**OFFICE OF**  
**SECRETARY OF STATE**  
**SCOTT SCHWAB**

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

Business Entity ID Number: 2036200

Entity Name: HNTB CORPORATION

Entity Type: FOREIGN FOR PROFIT

State of Organization: DE

was filed in this office on December 23, 1992, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of January 05, 2024

A handwritten signature in black ink, reading "Scott Schwab". The signature is fluid and cursive, with the first name "Scott" and last name "Schwab" clearly distinguishable.

**SCOTT SCHWAB**  
**SECRETARY OF STATE**

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