

## **PROFESSIONAL SERVICES AGREEMENT**

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

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

### **Cedar Creek Sanitary Sewer Hydraulic Study** **Project No. 1-C-009-24**

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

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

### **SECTION I - DEFINITIONS**

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

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

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

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

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

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

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

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

"Project" is as above described.

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

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

## **SECTION II - COMPENSATION**

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

1. Total Fee: City agrees to pay Consultant an amount not to exceed \$275,000.00 (Two Hundred and Seventy-Five Thousand and 00/100 Dollars) 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 \$31,109.00 (Thirty One Thousand One Hundred Nine and 00/100 Dollars) for the following expenses related only to the Project: (a) expense of transportation in connection with the Project; (b) expenses in connection with authorized out-of-town travel; (c) long-distance communications; (d) expenses of printing and reproductions; (e) postage and facsimile transmissions; (f) expenses of renderings and models requested by City, and (g) other costs as authorized by City in writing as set forth herein.

## **B. SERVICES BEYOND THE SCOPE OF SERVICES**

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

## **C. BILLING & PAYMENT**

1. Billing: Consultant may bill City monthly for completed Professional Services, including reimbursable expenses. The bill submitted by Consultant must itemize the Professional Services and reimbursable expenses for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to [apolathe@olatheks.org](mailto:apolathe@olatheks.org). The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

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

**D. SCHEDULE**

All services must be completed on or before December 18, 2026.

**SECTION III - RESPONSIBILITIES OF CONSULTANT**

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

**A. PRELIMINARY PHASE**

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B**, attached hereto and incorporated by reference.
2. Preliminary 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**.

**B. FINAL DELIVERABLES PHASE**

1. Services: The Professional Services to be provided during this phase are set out in **Exhibits B**, attached hereto and incorporated by reference.
2. Final 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**.

**C. 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: Clay Herndon, PE. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, such individual will perform the function of principal on this Project. For the Professional Services rendered hereunder, Consultant, and any of its subcontractors, will employ engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Consultant or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Consultant which are not defined within the scope of services of Consultant as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Consultant may assist City in procuring such services of Third Parties, Consultant will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. Subcontracting or Assignment of Services: Consultant may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Consultant from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Consultant's subconsultant. Any services completed by a City-approved subcontractor of Consultant pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.
4. Endorsement: Consultant must sign and seal all final plans, specifications, estimates and engineering data furnished by Consultant. Any review or approval by City of any documents prepared by Consultant, including but not limited to the plans and specifications, will be solely for determining whether such documents are consistent with the City of Olathe Technical Specifications and Design Criteria for Public Improvements and may not be construed as City assuming responsibility for the accuracy, adequacy, fitness, suitability and coordination of Consultant's services and deliverables. No review of such documents will relieve Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its services and

deliverables.

5. Inspection of Documents: Consultant must maintain all Project records for inspection by City at reasonable times and places upon written request during the contract period and for three (3) years from the date of final payment.
6. Standard of Care: Consultant will exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from City, the Professional Services necessary to correct errors and omissions which are caused by Consultant's negligence.

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

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

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

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

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

##### **C. DUTIES**

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

##### **D. PROGRAM AND BUDGET**

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

##### **E. ADMINISTRATIVE SERVICES**

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

**F. BOND FORMS**

City will furnish all bond forms required for the Project.

**G. PROJECT REPRESENTATIVE**

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

**SECTION V - GENERAL PROVISIONS**

**A. TERMINATION**

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

Address for Notice:

City of Olathe  
Attn: Sabrina Parker, PE  
100 E. Santa Fe  
P.O. Box 768  
Olathe, KS 66051-0768

Freese & Nichols, Inc.  
Attn: Clay Herndon, PE  
3600 NW 138<sup>th</sup> Street  
Suite 202  
Oklahoma City, OK 73134

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Consultant for all Professional Services completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice and any additional Professional Services and reimbursable expenses requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

3. Compensation for Cause Termination: If City terminates for cause or default on the part of Consultant, City will compensate Consultant for the reasonable cost of Professional Services and reimbursable expenses completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither Consultant nor its subcontractors will be responsible for errors or omissions in documents which are incomplete because of an early termination under this Section, or Consultant having been deprived of the opportunity to complete such documents and prepare them to be ready for construction.
5. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Consultant under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Consultant under this Agreement. In such event, City will notify Consultant in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

## **B. DISPUTE RESOLUTION**

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

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

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



#### **D. INSURANCE**

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

#### **E. INDEMNITY**

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

that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.

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

**F. AFFIRMATIVE ACTION/OTHER LAWS**

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

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

#### **G. KANSAS OPEN RECORDS ACT**

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

#### **H. ENTIRE AGREEMENT**

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

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

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

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

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

**K. INDEPENDENT CONTRACTOR**

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

**L. DELIVERABLES**

1. Project Documentation: All documentation provided City other than Project drawings will be furnished in either Microsoft Word file format or pdf format.

**M. COVENANT AGAINST CONTINGENT FEES**

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

**N. NO SOLICITATION TO HIRE CITY EMPLOYEES**

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

**O. COMPLIANCE WITH LAWS**

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

**P. TITLES, SUBHEADS AND CAPITALIZATION**

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

**Q. SEVERABILITY CLAUSE**

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

**R. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION**

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

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

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

**S. EXECUTION OF CONTRACT**

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

**CITY OF OLATHE, KANSAS**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**FREESE AND NICHOLS, INC.**

By: William C Herndon  
William (Clay) Herndon, P.E.  
Principal/Vice President

3600 NW 138<sup>th</sup> Street  
Suite 202  
Oklahoma City, OK 73134

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<b>Exhibit E</b>	<b>Certificate of Insurance</b>
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**EXHIBIT A**  
**Description of Project & Map**

Freese and Nichols, Inc. (FNI) understands that the City of Olathe (Owner) is interested in developing a wastewater master plan for the Cedar Creek Sewer Basin. The purpose of the assessment is to identify I/I reduction strategies, conduct improvement alternative analyses, and developing budgeting scenarios for the Owner. See attached figure of the basin.







## **EXHIBIT B**

### **Scope of Services**

#### **TASK A: PLAN PROJECT MANAGEMENT**

##### **A1. Project Kickoff Meeting**

FNI will conduct a project kickoff meeting with the Owner to discuss the project scope and schedule. A data request memorandum will be presented and discussed.

##### **A2. Data Collection and Review**

FNI will prepare a data request memorandum summarizing data needs for the project. This includes but is not limited to the following:

- Infiltration and Inflow (I/I) Studies
- Flow Monitoring Data
- Lift station data
- Utility billing meter data
- SCADA and other operational data
- Existing and future land-use mapping

##### **A3. Project Management**

FNI will perform project management duties, including preparing and updating the project schedule, monthly invoicing, development of monthly progress reports, written summaries of meetings (minutes), and any informal project collaboration.

##### **A4. Monthly Progress Meetings**

FNI will conduct and attend up to eight (8) progress meeting conference calls, prepare materials, agendas, and meeting notes, and maintain decision logs. These meetings/calls are in addition to the meetings described in the other project tasks.

#### **TASK B: FLOW MONITORING AND I/I CHARACTERIZATION**

Temporary flow monitoring will be conducted through a separate contract for 60 days. FNI provided input on the location of 12 meters, which will be installed and maintained by a third party, which FNI has no control.

##### **B1. Temporary Flow Meter Basin Delineation**

FNI will finalize the temporary flow monitoring plan with the final site selection for each temporary flow monitor. FNI will update the delineation of the temporary flow monitoring basins.

##### **B2. Analyze Flow Meter Data**

The flow and rainfall data will be collected at 5-minute intervals for both dry and wet weather flow periods.

- 1) Analyze flow data for sub-drainage basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- 2) Develop hydrographs for dry and wet weather flow conditions.

- 3) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations
- 4) Determine peak infiltration rates during high groundwater conditions, if possible.

**B3. I/I Characterization and Ranking**

Flow data will be compared with rainfall data to determine the amount of inflow and infiltration experienced during selected storm events. FNI will utilize the data to characterize the I/I in the wastewater collection system. Mapping will be developed for all the flow meter basins to characterize and rank the basins by the amount of I/I entering the collection system.

**B4. Meeting with Owner to Discuss Flow Monitoring Results**

FNI will conduct a conference call with the Owner to discuss the results of temporary wastewater flow monitoring.

**TASK C: POPULATION AND WASTEWATER FLOW PROJECTIONS**

**C1. Meeting with Planning Department**

FNI will meet with Owner Planning staff to discuss population and land use assumptions, projected growth rates, and potential redevelopment areas. Future wastewater service areas for the existing, 5-year, 10-year, 40-year, and buildout planning periods will be discussed. If available, the Owner will provide available demographic data in tabular or GIS format to be utilized in this study. During this meeting, FNI and the planning staff will identify potential growth or redevelopment areas in the wastewater collection system. This effort will begin near the completion of the City's ongoing Comprehensive Plan Update, which is expected to be completed near the end of 2025.

**C2. Distribute Land-Use-Based Projections**

Develop updated land-use-based projections to allocate across the sewer basin for each future planning period. Populations and commercial acreage will be distributed for three development categories: residential, non-residential, and large user industrial loads.

**C3. Develop Design Criteria for Wastewater Flow Projections**

Based on a review of historical wastewater flow data, FNI will review existing flow projection methodologies, including those previously developed for all the sewer basins and sub-basins, to provide recommendations to update the design criteria for flow projections. FNI will develop base flow rates, per-capita flow rates, non-residential usage factors, infiltration and inflow (I/I) allowances based on flow monitoring data.

**C4. Wastewater Flow Projections**

FNI will utilize the updated wastewater flow design criteria to allocate future residential and non-residential flows. FNI will allocate population and employment estimates and flow projections across the sewer basin and sub-basins for each planning period.

**C5. Meeting to Discuss Population, Employment, and Flow Projections**

FNI will conduct a conference call meeting with the Owner staff to discuss the results of sewer

basin flow projections and distribution. FNI will address comments on the distribution of the population and employment data as well as the wastewater load projections.

#### **TASK D: WASTEWATER MODEL DEVELOPMENT AND CALIBRATION**

##### **D1. Wastewater System Model Development**

FNI will update the Owner's wastewater collection system hydraulic model in the Autodesk® InfoWorks ICM® software from the most current GIS. The model will consist of all pipelines 10-inches and larger in addition to all smaller pipelines for which invert elevation data is available. The model will represent the volume of all pipelines in the collections system through a process called "pruning." FNI will review as-built drawings and operational data provided by the Owner to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. This task will include the determination of additional data needed to properly define special hydraulic structures such as siphons, split flow manholes, weirs, junction boxes, and other interconnections between parallel lines. FNI will populate this information within the wastewater model.

The connectivity of the sanitary sewer collection system will be addressed during this task. The network connectivity encompasses establishing x/y coordinates for all system assets (manholes, pipes, lift stations, etc.). FNI will review unconnected (floating nodes) in the GIS to determine flow direction and network connectivity using as-built data and field maps. FNI will utilize the modeling software to electronically verify and correct flow directions and network connectivity with the modeled network.

##### **D2. Update Detailed Lift Station Data**

Lift station and force main as-built information provided by the Owner will be entered into the model. FNI will review as-built drawings and operational data provided by the Owner to obtain physical data (wet well dimensions, pump curves, force main material and pressure rating, etc.) and develop initial controls for the model. FNI will identify missing lift station data needing field verification, including physical dimensions, pump performance data, and any missing force main information. FNI will utilize institutional knowledge from the Owner staff regarding the operational complexities of the wastewater system.

##### **D3. Conduct Detailed Model Network Data Review**

FNI will review attribute data on all nodes and links and lift station information entered into the model, and a detailed analysis will be done on the model database to resolve anomalies in the data. This includes generating lists of pipes with negative slopes, reviewing pipe profiles on major interceptors and identifying critical model elements requiring special physical data (i.e., junction structures, weirs, overflow structures, etc.). FNI will develop pipeline profiles for each major sewer interceptor for manual review with pipes with negative slopes highlighted. FNI will identify "Critical Model Elements" requiring special physical data such as junction structures, flow diversion structures, weirs, siphons, lift stations, overflow structures, etc. FNI will correct critical model elements using as-built drawings and meet with the Owner to review each sewer interceptor pipeline profile and critical model elements. Problem areas or areas missing data

will be identified for additional field verifications/surveying to finalize model network data.

**D4. Sewer Basin Delineation and Subcatchment Generation**

Review and update sewer basin delineation using GIS Shapefile and ground contour mapping. Develop sewer subbasin delineation representing meter areas and geographical areas within each sewer basin. Generate subcatchments for each sewer subbasin showing which areas feed into each sewer manhole within their respective flow meter basins. FNI shall prepare detailed mapping and meet with the Owner to review sewer basin, subbasin, and subcatchment mapping results.

**D5. Distribute Updated Wastewater Flow in the Model**

Geocoded water billing data and the population and commercial flow projections will be used to assign flows to the subcatchments for wastewater system analysis. Large customers will be located and allocated as a point load. FNI will assign residential and commercial diurnal patterns to each subcatchment based on the flow meter data and the flow meter basins.

**D6. Dry Weather Calibration**

Select dry weather calibration event to isolate projected flows as primarily domestic contributed flows. Develop a flow meter schematic showing which sewer basin and metered subbasins feed into each sewer interceptor for model analysis and data output review. Perform dry weather calibration on selected dry weather flow period using calibrated flow volume by adjusting antecedent conditions, per capita flows, diurnal curves, and dry weather infiltration. Dry weather calibration should match field data within 10%. Adjust lift station parameters based on system response observed during calibration event using SCADA records and meter responses.

FNI will prepare mapping and profiles at selected calibration points showing metered vs. modeled dry weather calibration flows, depths, and velocities and meet with the Owner to present dry weather calibration results. Selected calibration points will consist of the flow monitoring locations and any other locations where flow or level data is available through SCADA.

**D7. Wet Weather Calibration**

Review flow meter data and select two (2) wet weather calibration storm events, if available. Perform wet weather calibration using the RTK method on selected wet weather flow events using calibrated peak I/I. Calibrate to within 15%. Adjust model parameters to calibrate flow velocity and flow depth. Adjust lift station parameters based on system response observed during calibration events using SCADA records and meter responses. Prepare mapping showing metered vs. modeled wet weather calibration results and meet with the Owner to present wet weather calibration results for the selected two wet weather calibration events.

**D8. Meet to Discuss the Draft Memorandum**

FNI will conduct a conference call with the Owner to review and solicit comments on the model development and calibration.

## **TASK E. WASTEWATER SYSTEM PERFORMANCE ANALYSIS**

### **E1. Design Criteria Evaluation**

FNI will evaluate and recommend wastewater system planning criteria, including design flows, minimum and maximum pipeline velocities, KDHE requirements, and surcharging guidelines. The criteria will be based on the desired Level of Service and will determine what surcharging, if any, is allowed, minimum and maximum velocity constraints, etc. Criteria will be developed for overall master planning purposes, development reviews, and environmentally sensitive areas. FNI will conduct a workshop with Owner staff to obtain input on draft design criteria.

### **E2. Existing System Evaluation**

FNI will run the calibrated wastewater model with the KDHE-prescribed design storm and identify existing surcharging and overflow locations as well as other capacity restriction issues. FNI will evaluate the impacts of critical elements (special structure) and lift station modifications on the existing system evaluation results. FNI will prepare mapping and model results showing all surcharging and overflow locations by magnitude and locations. FNI will categorize manholes by overflow amounts during design storm and sewer line surcharging by amounts during design event(s).

### **E3. Meeting to Review Existing System Analysis**

FNI will prepare maps showing the existing system analysis results for the wastewater collection system. FNI will meet in person with the Owner to demonstrate these results and solicit comments.

### **E4. Develop Future Model Scenarios**

FNI will utilize 5-year, 10-year, 40-year, and buildout wastewater model scenarios under design storm conditions to determine the system response for surcharging and overflow events. FNI will conduct an evaluation of special structures and lift stations under design storm conditions for each planning period. FNI will utilize the future system model scenarios to analyze the impact of future growth and redevelopment on the wastewater collection system. FNI will apply the selected design storm to the future system models to locate potential future system deficiencies based on specified design criteria.

### **E5. Develop System Improvements Alternatives for the 5-, 10-, 40-year, and Buildout Planning Periods**

Using the results of future models, develop improvements to eliminate excessive surcharging and overflows in the system resulting from increased wastewater flow from projected future development and redevelopment. Develop improvements alternatives for gravity lines, lift stations, force mains, and special structures. Improvements needed to correct existing deficiencies will also be included. Utilize model results to develop improvements to serve areas that are currently not developed. Develop mapping showing improvements required for the 5-year, 10-year, 40-year, and buildout planning periods as well as improvements needed to correct existing deficiencies.

**E6. Wastewater Treatment Plant Integration**

FNI will identify, evaluate, and provide recommendations regarding the annual average day permitted capacity of the Cedar Creek WWTP's capacity to meet the existing and projected average day wastewater flows in the service area. FNI will evaluate the Harold Street WWTP's decommissioning and the service area's transfer into the Cedar Creek Basin. FNI will provide charts and graphs with a proposed expansion schedule to meet future wastewater treatment plant flow projections.

**E7. Future Collection System Improvement Alternatives Workshops**

FNI will conduct up to two (2) workshops with Owner staff presenting results of the evaluation of the future collection system, including mapping and modeling results before and after improvements for each time period. The workshops will enable FNI and Owner staff to evaluate system deficiencies, the impact of current recommended system improvements, and develop potential system improvement alternatives. FNI will model and further evaluate the system improvement alternatives developed during the workshops. FNI will further refine alternatives to address system deficiencies and size wastewater facilities and lines to meet peak wet weather flows.

**TASK F. CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MODELING SERVICES REPORT****F1. Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping**

FNI will develop a comprehensive Capital Improvements Plan based on growth needs. The costs for each proposed project will be developed in Year 2026 dollars, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, and recommended in-service dates of proposed projects. FNI will also prepare a one-page summary for each project, including but not limited to a detailed description, issue, project map with planning level alignment, cost, proposed dates, and justification.

**F2. Meet to Review Draft Capital Improvement Plan**

FNI will meet with the Owner to discuss the draft CIP, project phasing, and analyze alternative completion dates as necessary.

**F3. Prepare Draft Wastewater Master Plan Report**

FNI will prepare a draft Wastewater Master Plan Report summarizing wastewater flow projections, model calibration, existing and future system analysis, and CIP development. FNI will deliver three (3) hard copies and one (1) electronic PDF file of the draft report to the Owner.

**F4. Meet to Review Draft Report**

FNI will meet with the Owner to discuss the draft report. FNI will solicit comments to be incorporated into the final report.

**F5. Revise Wastewater Master Plan Report to Incorporate Comments**

FNI will revise the report based on comments from the Owner and submit three (3) final hard copies and one (1) electronic copy in PDF format of the Wastewater Master Plan Report.

**SUMMARY OF DELIVERABLES:**

- Wastewater System Capital Improvements Program
- Draft Wastewater Master Plan Report
- Final Wastewater Master Plan Report
- Calibrated Wastewater Model with future system scenarios



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

# Standard Hourly Rates Sheet

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	139
Professional 2	170
Professional 3	193
Professional 4	219
Professional 5	257
Professional 6	297
Construction Manager 1	120
Construction Manager 2	150
Construction Manager 3	163
Construction Manager 4	203
Construction Manager 5	245
Construction Manager 6	282
Construction Representative 1	108
Construction Representative 2	120
Construction Representative 3	150
Construction Representative 4	163
CAD Technician/Designer 1	118
CAD Technician/Designer 2	155
CAD Technician/Designer 3	189
Corporate Project Support 1	114
Corporate Project Support 2	137
Corporate Project Support 3	182
Intern / Coop	77

## Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>			<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$500
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day)	\$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day)	\$275
				Flushing / Cfactor (each)	\$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each)	\$1,000
	Binding (per binding)	\$0.25			
				<u>Survey Grade</u>	<u>Standard</u>
				Drone (per day)	\$200 \$100
				GPS (per day)	\$150 \$50

## **OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.00. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2025.**

<b>Cedar Creek Sanitary Sewer Hydraulic Study</b> <b>5/16/2025</b> <b>Detailed Cost Breakdown</b>	<b>Project Fee Summary</b>	
	<b>Basic Services</b>	\$ 275,000
	<b>Special Services</b>	\$ -
	<b>Total Project</b>	\$ 275,000

Tasks				Labor								Total Hours	Total Labor Effort
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Mazen Kawasmi	Stephen Johnson	Alec Propst	Emily Pitz	Cass Seabourn	Brian Glynn	John Rinacke			
				SA	PM	APM	PE	GIS	Design	OPCC			
				\$297	\$257	\$170	\$170	\$193	\$297	\$193			
			PROJECT MANAGEMENT									\$ -	
		A	Project Kickoff Meeting (in person)	2	2	2	2		2		10	\$ 2,477	
		A	Data Collection and Review	2	2	8	8	8			28	\$ 5,587	
		A	Project Management	2	8	12	8				30	\$ 6,418	
		A	Monthly Progress Meetings (virtual, 18 months - 10 other meetings)	6	8	8	8		4		34	\$ 8,217	
			FLOW MONITORING AND I/I CHARACTERIZATION									\$ -	
		B	Temporary Flow Meter Basin Delineation		2	4	4	12			22	\$ 4,358	
		B	Analyze Flow Meter Data		2	8	40	4			54	\$ 9,824	
		B	I/I Characterization and Ranking		2	2	8				12	\$ 2,303	
		B	GARR Data Analysis (sub effort)									\$ -	
		B	Meeting with Owner to Discuss Flow Monitoring Results (virtual)	2	2	2	2				8	\$ 1,860	
			POPULATION AND WASTEWATER FLOW PROJECTIONS									\$ -	
		C	Meeting with Planning Department (virtual)	2	2	2	2				8	\$ 1,934	
		C	Distribute Land-Use-Based Projections		4	8	12	4			28	\$ 5,624	
		C	Develop Design Criteria for Wastewater Flow Projections		2	2	4				8	\$ 1,659	
		C	Wastewater Flow Projections		2	2	4	4			12	\$ 2,494	
		C	Meeting to Discuss Population and Flow Projections (virtual)	2	2	2	2				8	\$ 1,934	
			WASTEWATER MODEL DEVELOPMENT AND CALIBRATION									\$ -	
		D	Wastewater System Model Development		8	20	40	4			72	\$ 13,549	
		D	Update Detailed Lift Station Data		2	8	12				22	\$ 4,071	
		D	Conduct Detailed Model Network Data Review	2	8	8	8	4			30	\$ 6,388	
		D	Sewer Basin Delineation and Subcatchment Generation		2	8	24	18			52	\$ 9,805	
		D	Distribute Updated Wastewater Flow in the Model			2	8				10	\$ 1,768	
		D	Dry Weather Calibration	2	8	20	40				70	\$ 13,899	
		D	Wet Weather Calibration	2	8	20	60				90	\$ 17,576	
		D	Meeting to Discuss Model Development and Calibration (virtual)	2	2	2	2				8	\$ 1,934	
			WASTEWATER SYSTEM PERFORMANCE ANALYSIS									\$ -	
		E	Design Criteria Evaluation	2	2	4	4				12	\$ 2,669	
		E	Existing System Evaluation	2	2	8	12	4			28	\$ 5,711	
		E	Meeting to Review Existing System Analysis (in person)	2	2	2	2		2		10	\$ 2,576	
		E	Develop Future Model Scenarios		8	12	24	4			48	\$ 9,678	
		E	Develop System Improvements Alternatives for the 5-, 10-, 40-year, and Buildout Planning Periods	4	8	12	40	4	4		72	\$ 15,190	
		E	Wastewater Treatment Plant Integration	2	4	8	12	2			28	\$ 5,849	
		E	Future Collection System Improvements Alternatives Workshops (2)	4	4	4	4		4		20	\$ 5,153	
			CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MASTER PLAN REPORT									\$ -	
		F	Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping	4	8	12	24	8	4	8	68	\$ 14,753	
		F	Meet to Review Draft Capital Improvement Plan (in person)	2	2	2	2		2		10	\$ 2,576	
		F	Prepare Draft Wastewater Master Plan Report	8	12	12	40	4	4		80	\$ 17,587	
		F	Meet to Review Draft Report	2	2	2	2		2		10	\$ 2,576	
		F	Revise Wastewater Master Plan Report to Incorporate Comments	4	8	8	24	4	2		50	\$ 10,870	
Total Hours / Quantity				62	140	236	488	88	30	8	1,052		
Total Effort				\$ 19,768	\$ 38,488	\$ 42,814	\$ 88,570	\$ 17,968	\$ 9,588	\$ 1,670		\$ 218,866	

<b>Cedar Creek Sanitary Sewer Hydraulic Study</b> <b>5/16/2025</b> <b>Detailed Cost Breakdown</b>	<b>Project Fee Summary</b>	
	<b>Basic Services</b>	\$ 275,000
	<b>Special Services</b>	\$ -
	<b>Total Project</b>	\$ 275,000

Tasks				Expenses										Total Expense Effort
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	
			<b>PROJECT MANAGEMENT</b>	-										\$ -
		A	Project Kickoff Meeting (in person)	10									3,034	\$ 3,119
		A	Data Collection and Review	28										\$ 238
		A	Project Management	30										\$ 255
		A	Monthly Progress Meetings (virtual, 18 months - 10 other meetings)	34										\$ 289
			<b>FLOW MONITORING AND I/I CHARACTERIZATION</b>	-										\$ -
		B	Temporary Flow Meter Basin Delineation	22										\$ 187
		B	Analyze Flow Meter Data	54										\$ 459
		B	I/I Characterization and Ranking	12										\$ 102
		B	GARR Data Analysis (sub effort)	-										\$ -
		B	Meeting with Owner to Discuss Flow Monitoring Results (virtual)	8									15	\$ 83
			<b>POPULATION AND WASTEWATER FLOW PROJECTIONS</b>	-										\$ -
		C	Meeting with Planning Department (virtual)	8									211	\$ 279
		C	Distribute Land-Use-Based Projections	28										\$ 238
		C	Develop Design Criteria for Wastewater Flow Projections	8										\$ 68
		C	Wastewater Flow Projections	12										\$ 102
		C	Meeting to Discuss Population and Flow Projections (virtual)	8										\$ 68
			<b>WASTEWATER MODEL DEVELOPMENT AND CALIBRATION</b>	-										\$ -
		D	Wastewater System Model Development	72									2	\$ 614
		D	Update Detailed Lift Station Data	22										\$ 187
		D	Conduct Detailed Model Network Data Review	30										\$ 255
		D	Sewer Basin Delineation and Subcatchment Generation	52										\$ 442
		D	Distribute Updated Wastewater Flow in the Model	10										\$ 85
		D	Dry Weather Calibration	70										\$ 595
		D	Wet Weather Calibration	90										\$ 765
		D	Meeting to Discuss Model Development and Calibration (virtual)	8										\$ 68
			<b>WASTEWATER SYSTEM PERFORMANCE ANALYSIS</b>	-										\$ -
		E	Design Criteria Evaluation	12										\$ 102
		E	Existing System Evaluation	28										\$ 238
		E	Meeting to Review Existing System Analysis (in person)	10									3,120	\$ 3,205
		E	Develop Future Model Scenarios	48										\$ 408
		E	Develop System Improvements Alternatives for the 5-, 10-, 40-year, and Buildout Planning Periods	72										\$ 612
		E	Wastewater Treatment Plant Integration	28										\$ 238
		E	Future Collection System Improvements Alternatives Workshops (2)	20									9,000	\$ 9,170
			<b>CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MASTER PLAN REPORT</b>	-										\$ -
		F	Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping	68										\$ 578
		F	Meet to Review Draft Capital Improvement Plan (in person)	10									2,785	\$ 2,870
		F	Prepare Draft Wastewater Master Plan Report	80										\$ 680
		F	Meet to Review Draft Report	10									4,000	\$ 4,085
		F	Revise Wastewater Master Plan Report to Incorporate Comments	50										\$ 425
Total Hours / Quantity				1,052	-	-	-	-	-	-	-	-	22,167	
Total Effort				\$ 8,942	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,167	\$ 31,109

<b>Cedar Creek Sanitary Sewer Hydraulic Study</b> <b>5/16/2025</b> <b>Detailed Cost Breakdown</b>	<b>Project Fee Summary</b>		
	Basic Services	\$	275,000
	Special Services	\$	-
	Total Project	\$	275,000

Tasks				Subconsultants							Total
BST Task (for Project Setup)	Basic or Special	Task	Task Description	AEM (GARR)						Total Sub Effort	Total Effort
			<b>PROJECT MANAGEMENT</b>							\$ -	\$ -
		A	Project Kickoff Meeting (in person)							\$ -	\$ 5,596
		A	Data Collection and Review							\$ -	\$ 5,825
		A	Project Management							\$ -	\$ 6,673
		A	Monthly Progress Meetings (virtual, 18 months - 10 other meetings)							\$ -	\$ 8,506
			<b>FLOW MONITORING AND I/I CHARACTERIZATION</b>							\$ -	\$ -
		B	Temporary Flow Meter Basin Delineation							\$ -	\$ 4,545
		B	Analyze Flow Meter Data							\$ -	\$ 10,283
		B	I/I Characterization and Ranking							\$ -	\$ 2,405
		B	GARR Data Analysis (sub effort)	22,750						\$ 25,025	\$ 25,025
		B	Meeting with Owner to Discuss Flow Monitoring Results (virtual)							\$ -	\$ 1,943
			<b>POPULATION AND WASTEWATER FLOW PROJECTIONS</b>							\$ -	\$ -
		C	Meeting with Planning Department (virtual)							\$ -	\$ 2,213
		C	Distribute Land-Use-Based Projections							\$ -	\$ 5,862
		C	Develop Design Criteria for Wastewater Flow Projections							\$ -	\$ 1,727
		C	Wastewater Flow Projections							\$ -	\$ 2,596
		C	Meeting to Discuss Population and Flow Projections (virtual)							\$ -	\$ 2,002
			<b>WASTEWATER MODEL DEVELOPMENT AND CALIBRATION</b>							\$ -	\$ -
		D	Wastewater System Model Development							\$ -	\$ 14,163
		D	Update Detailed Lift Station Data							\$ -	\$ 4,258
		D	Conduct Detailed Model Network Data Review							\$ -	\$ 6,643
		D	Sewer Basin Delineation and Subcatchment Generation							\$ -	\$ 10,247
		D	Distribute Updated Wastewater Flow in the Model							\$ -	\$ 1,853
		D	Dry Weather Calibration							\$ -	\$ 14,494
		D	Wet Weather Calibration							\$ -	\$ 18,341
		D	Meeting to Discuss Model Development and Calibration (virtual)							\$ -	\$ 2,002
			<b>WASTEWATER SYSTEM PERFORMANCE ANALYSIS</b>							\$ -	\$ -
		E	Design Criteria Evaluation							\$ -	\$ 2,771
		E	Existing System Evaluation							\$ -	\$ 5,949
		E	Meeting to Review Existing System Analysis (in person)							\$ -	\$ 5,781
		E	Develop Future Model Scenarios							\$ -	\$ 10,086
		E	Develop System Improvements Alternatives for the 5-, 10-, 40-year, and Buildout Planning Periods							\$ -	\$ 15,802
		E	Wastewater Treatment Plant Integration							\$ -	\$ 6,087
		E	Future Collection System Improvements Alternatives Workshops (2)							\$ -	\$ 14,323
			<b>CAPITAL IMPROVEMENTS PLAN AND WASTEWATER MASTER PLAN REPORT</b>							\$ -	\$ -
		F	Develop Draft Capital Improvement Plan (CIP) Costs, Schedule, and Mapping							\$ -	\$ 15,331
		F	Meet to Review Draft Capital Improvement Plan (in person)							\$ -	\$ 5,446
		F	Prepare Draft Wastewater Master Plan Report							\$ -	\$ 18,267
		F	Meet to Review Draft Report							\$ -	\$ 6,661
		F	Revise Wastewater Master Plan Report to Incorporate Comments							\$ -	\$ 11,295
Total Hours / Quantity				\$ 22,750	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Effort				\$ 25,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,025	\$ 275,000

## EXHIBIT D

### CITY OF OLATHE INSURANCE REQUIREMENTS

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

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

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

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

**Limits:** Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000

Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.

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

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

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

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

5. Cyber Insurance: If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a

period of three (3) years after the termination of this Agreement. Coverage must include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

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

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

**EXHIBIT E**  
**Certificate of Insurance**





FREEAND-02

KSUTTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2025

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> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (703) 827-2277	<b>FAX (A/C, No):</b> (703) 827-2279	
	<b>E-MAIL ADDRESS:</b> admin@amesgough.com		
<b>INSURED</b>  Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Fire Insurance Company of Hartford A(XV)		20478
	<b>INSURER B:</b> Valley Forge Insurance Company A(XV)		20508
	<b>INSURER C:</b> Continental Insurance Company A(XV)		35289
	<b>INSURER D:</b> Travelers Casualty and Surety Company A++ XV		19038
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7063394194	10/23/2024	10/23/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7063394177	10/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7063394180	10/23/2024	10/23/2025	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	7063394213	10/23/2024	10/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			107930947	10/23/2024	10/23/2025	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

City of Olathe, KS is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions. Umbrella Liability coverage sits excess over General Liability, Auto Liability and Employer's Liability coverage.

## CERTIFICATE HOLDER

## CANCELLATION

City of Olathe, KS 100 E. Santa Fe PO Box 768 Olathe, KS 66051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

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

Business ID: 7434053

Business Name: FREESE AND NICHOLS, INC.

Type: Foreign For-Profit Corporation

Jurisdiction: Texas

was filed in this office on July 11, 1991, and is in good standing, having fully complied with all requirements of this office.

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



In testimony whereof:  
I affix my official certification seal.  
Done at the City of Topeka,  
on this day January 22, 2025.

SCOTT SCHWAB  
KANSAS SECRETARY OF STATE